

TERMS AND CONDITIONS OF NOVA POSHTA INTERNATIONAL LTD

1. TERMS AND ABBREVIATIONS

1.1. **House Air Waybill** (hereinafter referred to as **the HAWB**) shall be a document certifying the agreement about services provision between the Forwarder and Nova Poshta International Ltd. on the basis hereof and include information about the Forwarder, the Recipient, delivery content and weight, estimated date and price of delivery.

1.2. **Invoice** shall be a document including the list of goods specifying their value, formal description (item number, measuring unit, price per item etc.), delivery terms and conditions and information about the Forwarder and the Recipient (proforma invoice – for non-commercial delivery for physical persons, commercial invoice - for commercial supply of companies).

1.3. **Delivery** within these Terms and conditions of Nova Poshta International Ltd. (hereinafter referred to as **the Terms**) shall mean a cargo, mail and other items depending on what is declared in the relevant House Air Waybill.

1.4. **Central Consolidating Station** (hereinafter referred to as **the CCS**) shall be an organizational structure with equipped customs zone, where the representatives of the State Customs Service perform customs inspection of international express shipments.

1.5. **The Customer** shall be a payer by the HAWB (the Sender or the Receiver).

1.6. **The Sender** shall be a private person or legal entity specified in the HAWB as the Sender.

1.7. **The Receiver** shall be a private person or legal entity specified in the HAWB as the Receiver.

1.8. **International Express Shipment** shall be goods (items) duly packaged (except for the ones prohibited for transportation) that are transported by the express carrier by any kind of transport for delivering to the Receiver within the due date.

2. GENERAL PROVISIONS

2.1. Customers of Nova Poshta International Ltd. services can include private persons, entrepreneurs, and legal entities.

2.2. The terms and conditions have been developed by Nova Poshta International Ltd. (hereinafter referred to as **NPI**) in compliance with the requirements of the current legislation of the Sender's and Receiver's countries for the purpose to regulate the organization of transporting a delivery and provision of a complex of services related to transportation of shipments from one country to another.

2.3. By transferring his shipment to NPI for the transportation, the Customer shall acknowledge that he has read and agrees with the Term's provisions being effective as on the shipment transfer for the

transportation, and shall be obliged to fulfill them regardless of the availability/non-availability of the Customer's/Sender's signature in the House Air Waybill.

2.4. These terms and conditions shall be available for reading on the website <http://info.novaposhta.international/en/> (hereinafter referred to as the [Website](#)).

2.5. NPI shall be governed by the law of the specific country in Terms of the required documents, size of the duty free estimated value, a list of forbidden goods, etc.

3. PRINCIPAL SERVICES

3.1. **Transportation and forwarding services** shall be the service of the transportation of the International Express Shipments.

3.2. **Customs Brokerage Services** shall be a complex of services on the customs declaration of shipments. The necessity of customs clearance depends on the nature and cost of shipment. Detailed consultations provided during the registration. Brokerage services are provided only after signing the contract. Costs for providing customs brokerage services specified in the contract.

4. DELIVERIES TYPES, WEIGHT AND ACCEPTABLE DIMENSIONS

4.1. The "Documents" shall be deemed such shipments as correspondence, papers, cards, letters with the weight that does not exceed 2 kg, length up to 35 cm, width up to 25 cm, and thickness up to 2 cm. Shipments that exceed these dimensions shall be accepted as the "Cargo".

4.2. The "Cargo" shall be deemed all goods and other items with specific limitations specified on the [Website](#). The Shipments, which dimensions or weight exceed the specified allowed limitations, shall be accepted for the transportation only subject to the prior agreement with NPI representative.

4.3. Two types of weight shall be specified for shipments: **actual and chargeable** for all items in total.

4.3.1 **Actual weight** shall be defined by weighing the delivery on scales.

4.3.2 **Chargeable weight** shall be specified by measuring the delivery dimensions according to the formula:

$$\text{Chargeable weight [kg]} = \text{Length [cm]} \times \text{Width [cm]} \times \text{height [cm]} / 5,000$$

If the delivery has an inaccurate geometrical shape (there are bulging parts), the dimensional weight shall be specified according to the outermost dimensions.

4.3.3 The shipment weight and dimensions shall include its package.

4.3.4. The price for the shipments transportation shall be calculated by using the biggest indicator of the dimensional and actual weight.

4.3.5. The shipment weight can be checked by the NPI representative or by the customs officer and changed in case it does not coincide with the declared one. In its turn, the delivery price can also be increased. At the Customer's request, NPI can provide with the information about the price change due to the control weighting.

5. PACKING OF SHIPMENTS

5.1. The Customer shall choose a packaging of shipment depending on the form and character of the content, and its type, taking into account the transportation time, and other terms and conditions of the transportation.

5.2. The packaging of shipment shall provide content integrity during transportation and processing with the use of technical devices.

5.3. The packaging of shipment shall make it impossible to harm the life and health of people or animals, pollute or damage (perish) other shipments and equipment.

5.4. Quality packaging shall mean the package (box, bag, palette, container, or plywood packaging) that meets requirements specified on the [Website](#).

6. SHIPMENTS PROHIBITED FOR TRANSPORTATION

6.1. Shipments, which import and replacement on the territory, where it is prohibited by the law or local bodies of any country to or through which the shipment can be delivered, shall be prohibited.

6.2. List of shipments that are not accepted for the transportation by the NPI under no terms and conditions shall specified on the [Website](#).

6.3. List of shipments that are accepted for the transporting by NPI only after the additional agreement specified on the [Website](#).

6.4. NPI shall release the right to refuse or stop shipments being dangerous for transportation and prohibited by law without any liability and further Customer's complaints. The Sender shall be obliged and agree to compensate NPI all expenses incurred due to the damage made because of the packaging or the shipment's content, and pay punitive sanctions to state services for the transportation of the shipments prohibited by law.

7. SHIPMENT'S DECLARED VALUE

7.1. **Declared Value** shall be the price of shipment specified by the Sender in the HAWB and Invoice. The declared value shall obligatorily coincide in the HAWB and Invoice.

7.2. The declared value shall be equal to the real (market) price of the shipment.

7.3. The representative of the Customs Service shall have the right to verify the declared value of shipment. In case of that the customs value of the goods is different to the declared one may change the procedure of calculation and the amount of customs duties. Procedure and conditions for calculating customs duties are established by the legislation of the Recipient's country.

8. INFORMATION REQUIRED FOR DOCUMENTATION OF SHIPMENTS

8.1. Service type ("To Door", "To Depot").

8.1.1. "To Door" service shall provide transportation to the specified physical or legal address of the Receiver. The "Door" shall mean a porch of a multi-storied house, private house door, warehouse gate at the address specified in HAWB.

8.1.2. "To Depot" service shall provide the delivery to the branch specified in HAWB. The list of branches and their contacts where shipments can be transported to depending on the Receiver's country shall be on the [Website](#).

8.2. Information about the Sender:

8.2.1. For legal entities and entrepreneurs – title, address*, full name, the contact person's mobile phone number and e-mail.

8.2.2. For physical persons – full name, address *, phone number and e-mail.

8.2.3. Country and city where the shipment was sent from.

8.2.4. Index or ZIP code.

8.3. Information about the Receiver:

8.3.1. For legal entities and entrepreneurs – title, address*, full name and the contact person's mobile phone number and e-mail.

8.3.2. For physical persons – full name, address *, phone number and e-mail.

8.3.3. Country or city of the shipment delivery.

8.3.4. Index or ZIP code**.

8.4. Information about the shipment:

8.4.1. Number of packages.

8.4.2. Dimensions, actual and volume weight.

8.4.3. Declared value.

8.4.4. Detailed description of the content.

8.5. Payer for services: for transporting, for customs and brokerage services ***.

8.6. Method of payment (cash, wire transfer).

8.7. Additional services.

- 8.8. Other information that can influence the quality, term and price of the services provision.
- 8.9. Due to this information, principle documents for transportation of shipments shall be made: HAWB for all types of shipments and proforma invoice or commercial invoice for shipments with “Cargo” type. These documents shall be obligatorily approved with the Sender’s signature and seal. The commercial invoice shall be printed out on the official paper of the legal entity and approved with corporate seal and signatures of Chief Accountant and General Manager.
- 8.10. All data should be provided by the Sender in English and languages of the Recipient’s and Sender’s countries, if this is required by legislative requirements of the Recipient’s and Sender’s countries (otherwise, the Customer agrees to automatic translation and transliteration). ****
- 8.11. Upon the request of state bodies during the customs registration the Sender of the Receiver shall provide additional documents and information as the case may be.
- Note: * Office No. shall be specified for services of “to Depot” type.
- Note: ** The delivery without the postal code could not be accepted for shipping.
- Note: *** Unless otherwise specified, the custom brokerage services are paid by the Receiver for imported deliveries and by the Sender for exported ones.
- Note:**** The presence of customs duties established by the legislation of each country, depending on the type of the Client (physical or legal person) and the declared value of the shipment.
- Note: ***** If necessary, Customer physical person authorizes NPI on its own behalf to re-execute proforma invoice, as well as certify it by NPI’s stamp on the basis of physical examination and control weight.

9. USE OF PERSONAL INFORMATION

- 9.1. Providing NPI with personal data, the Sender shall permit NPI to use these data for performing liabilities hereof by NPI (or, its representatives and subcontractors).
- 9.2. The Sender shall also provide NPI with its consent to similarly dispose the Sender’s personal data.

10. TERMS AND CONDITIONS OF SHIPMENTS ACCEPTANCE

- 10.1. The shipment shall be duly packed according to the Clause 5 and shall not contain prohibited items according to the Clause 6.
- 10.2. The Sender shall provide information for the shipment registration in accordance to the Clause
- 10.3. NPI shall reserve the right to refuse the Sender to accept the shipment and shall not bear any responsibility.

10.4. If the Sender is obliged to pay for services, it should pay the costs for the services before the departure from the country. Payment is made only in the currency of the Sender's country, conversion of funds occurs at the rate of Central Bank of the Sender's country on the day of acceptance the shipment.

10.5. The Sender shall inform the Receiver about the number of the House Air Waybill, approximated term and price (if the Receiver is a payer) of delivery and these terms and conditions.

11. TERMS AND CONDITIONS OF SHIPMENT RECEPTION

11.1. The Receiver shall provide with the **HAWB** number and documents proving the right to receive the shipment.

11.1.1. By physical person should be given document confirming the identity of Recipient, specified in HAWB.

11.1.2. Legal companies and individual entrepreneurs should give the power of attorney for company's shipments reception and a document, which confirm the person with a power of attorney.

11.2. If the Receiver pays for the services, it should pay to NPI funds for the fulfilled services before or during the shipment delivery. Payment will be made only in the main currency of the Receiver's country; the conversation of funds is according to the rate of Central Bank of the Receiver's country on the day of departure release from the customs territory of the Receiver.

11.3. Recipient shall to sign **HAWB** as the acknowledgement of the shipment reception and the provision of all requested services.

12. CUSTOMS INSPECTION AND CUSTOMS REGISTRATION

12.1. At the request of Custom Service, NPI will be entitled to open and inspect any Shipment at any moment and without any notice and shall not bear any responsibility for the aforementioned action.

12.2. Shipments are subject to the customs clearance and inspection in the order prescribed by the legislation of the Sender's and Recipient's countries.

12.3. In compliance with current statutory documents, NPI shall conduct a selective X-ray inspection. The Sender and the Receiver shall refuse from any complaints in connection with damages or delays beings a result of X-ray inspection.

12.4. The shipment delayed at the customs prior to the reception of supporting documents, which availability is provided by the customs regulations, for the longer term than it is specified by the law of a specific country, shall be subject to return according to terms and conditions of the Clause 15. NPI shall not bear responsibility for such delays and losses including short-received profit as a result of such delays.

12.5. The NPI broker can (if necessary) contact the Receiver (if there is no connection, with the Sender) on the issues of customs clearance.

13. ADDITIONAL FACILITIES AND SERVICES

13.1 **Delivery Tracking Service** shall provide the opportunity to track the shipment location at any time with the House Air Waybill number (or, Order number). One can use the service on the [Website](#).

14. STORAGE

14.1. NPI shall provide **free storage** of shipments during the five days as of the moment the shipment has arrived to the collection point specified in HAWB or after the five **attempts of shipment delivery** in case of ordering “to Door” service.

14.2. Starting from the next after defined above day of storage (attempts of shipment delivery), the payment shall be accrued.

14.3. Depending on the country, after the last day of free storage (last delivery attempt) shipment backs to CSS for storage. Storage of the shipment on the branch may be extended with the initiative of the Customer. Maximum storing term of the bonded shipment at the NPI CCS shall be 30 days.

14.4. The Receiver should provide the customs clearance of the delivery by himself or, transfer this right to the NPI broker within **twenty (20) days** since the delivery arrives at CSS. Starting from **the twenty-first (21) day** NPI will initiate the documents preparation for the delivery return as of **Clause 15**.

15. RETURN

15.1. The cases, when shipments cannot be transported shall include:

15.1.1. Shipment has not been transported at the address within the defined number attempts in case of incorrect address or the Receiver’s absence on the address.

15.1.2. The shipment’s content is prohibited by the law of the country.

15.1.3. Shipment has not been released from bond within the term specified by the Claim 14.3.

15.1.4. Difficult political situation of the country.

15.1.5. Dangerous shipments.

15.1.6. Shipments with damages that cannot be further transported.

15.1.7. The Receiver’s refusal to receive the delivery.

15.1.8. The shipment is not requested by Recipient.

15.1.9. Not paid transportation services, brokerage services or other additional services.

15.2. In cases above (except prohibited, hazardous and damaged shipments), at the Sender's consent, NPI shall return the shipment. Herewith, the Sender shall be obliged to pay any expenses incurred by NPI*, while returning it.

15.3. If the consent and the guarantee of the Sender's payment for the return have not been received within thirty (30) calendar days after the shipment's arrival to the CCS, NPI shall reserve the right to dispose the shipment at its own discretion without any responsibility before the Sender and Receiver.

Note:*The expenses should be understood as the payment for shipping to the Receiving Country and for shipping to the Sending Country, also for the customs brokerage services and customs duties, if the latter two occurred during the delivery processing. The delivery return before the customs clearance is possible subject to submission of the application in written by the Sender without payment for the customs registration.

16. DELAY OF DELIVERY

16.1. NPI shipping time shall be approximate and may differ from the one specified in HAWB or on the [Website](#).

16.2. NPI shall not bear any responsibility for any loss or damage of the Customer stipulated by the delivery delay.

16.3. Some cases shall provide the procedure of paying or compensating funds in the amount of full or partial price of shipment transportation in case of delay. Such situations shall be resolved according to the procedure of considering complaints, see the Cl. 17.

17. COMPLAINTS

17.1. In case if the shipments are transported by air, when the destination or stopover is in the country apart from the forwarding country, the provision of the Warsaw Convention ("Warsaw Convention") and of the Munich Convention ("Munich Convention") shall regulate and in majority of cases limit the responsibility of NPI for the loss or damage of shipments.

17.2. NPI shall bear responsibility for the integrity of shipment as of the moment it is accepted at the CCS till the moment it is served out (returned).

17.3. All complaints as for the **damage** (obvious or hidden), **delay** (including complaints concerning perishing as a result of delay) or **loss of a part of the shipment** shall be documented in written at the reception, or send the scanned copy by **e-mail** during **twenty-one (21) calendar days** as of the

shipment is transported. In case this condition is not fulfilled, complaints to NPI as for the above cases shall not be accepted.

17.4. All complaints shall be provided in paper or e-mail (scanned copy) as an application specifying the following data: complaint date, numbers of HAWB, for which pre-action claim letters are sent, detailed reasons of the complaint: damages, either partial or complete; loss, either partial or complete, replacement, for every HAWB; size of the pre-action claim letter, signature and seal (for legal entities) of the Customer.

17.5. NPI can request the shipment content, original packaging to be inspected by NPI representatives. That is why, it shall be necessary to keep the shipment content and package before the complaint is regulated. NPI representative can request additional documents being necessary for the complaint consideration (including checks check on the purchase of shipment contents).

17.6. Any other complaints including the ones in case of full **loss** of the shipment, **non-delivery** or **wrong delivery** can be provided during **one (1) year** as of the delivery transfer for the transportation by NPI.

17.7. NPI shall consider the shipment to be lost and consider the possibility of payment under the complaint only in **two (2) months** as of the planned delivery date specified in HAWB.

17.8. Loss caused during the transportation shall be compensated in the following amount:

17.8.1 If the whole shipment is lost, in the amount of the full price according to the Invoice.

17.8.2 In case of the shipment's part shortage, in the amount of the lost content according to the Invoice.

17.8.3 In case of damaging* the content, in the amount of the cost, to which its price decreased, and in case it is impossible to renew, in the amount of the full price of the damaged content according to the Invoice.

17.8.4 In addition to the compensation of the full shortage or damage of the whole shipment, NPI shall provide the return of the funds paid for the services.

17.9. The complete compensation for the complaint cannot exceed the price according to the Invoice and the amount of the paid services. In case of the complete compensation, the shipment shall be transferred to the possession of the NPI.

** Deliveries that were damaged due inappropriate temperature mode or as a result of the X-ray inspection shall not be compensated.*