

International Cargo Shipping and Freight Forwarding Agreement

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“KIWI POST” LLC, hereinafter referred to as the “Forwarder” Webpage: www.kiwipost.ge, E-mail: support@kiwipost.ge, T: +995 32 205 23 24; Address: 1 Mtskheta St, Tbilisi.

and the customer: private person or a legal entity who uses the forwarding services provided by KIWI POST and, is given a personal room number of a customer which should be indicated in the general commercial invoice as well as in the database of KIWI POST, conclude the present agreement as it follows:

1. Subject of the Agreement:

1.1. Subject of the present Agreement is rendering the freight forwarding services from the warehouses located in Newark (USA), 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 the account of the client.

KIWI POST address in Tbilisi:

1 Mtskheta St.

Tbilisi, Georgia

Tel.: +995 32 205 23 24;

support@kiwipost.ge

KIWI POST address in Newark:

2860 Ogletown Rd. 1-4

19713, Newark, DE

TEL: +1 929 472-2378

KIWI POST address in London:

19 New College Parade

Finchley Road

London, NW3 5EP

Tel: +442074490312

1.2 Registration is free and voluntary. Customer can register online on the webpage www.kiwipost.ge. Terms and conditions are public. Using the KIWI POST's service means that the customer has read and agreed with the terms and conditions of the present Agreement.

2. Transportation fee and Payment:

2.1 Cost of transportation is calculated based on the total gross weight of the parcels. Transportation fee per 1Kg from USA to Georgia is \$ 7 equivalent in GEL according to TBC bank US Dollar exchange rate for the period of payment. Transportation fee per 1Kg from UK to Georgia is £ 5 equivalent in GEL according to TBC bank GBP exchange rate for the period of payment.

2.2 Minimum weight of the package is 100 grams. The Company reserves the right to calculate the shipping cost in the case of non-standard parcel by Dimensional weight.

2.3 Transportation invoice is provided after the package is delivered to the country of destination.

2.4 Payment can be done using the credit cards and bank transfers through company's webpage and also via "Pay-boxes".

2.5 The weight is rounded up to 100 grams.

2.6 Transportation fee should be paid within 30 days after the package arrival. In case of payment delay customer will be charged with commission of 1 GEL per each day of storage.

3. The customer is obliged to:

3.1 To provide the Forwarder with 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, address, telephone number), as well as to present all required documentation to execute custom clearance and other actions.

3.2 Customer must indicate the tracking number of the package on the website kiwipost.ge in advance and complete the declaration form by indicating the sender (online store), price of the item and its category.

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

3.4 If the Forwarder is not informed about the danger in advance, dangerous goods may be unloaded, destroyed, or decontaminated at any time and on any site, without the damage compensation.

3.5 If a type of the cargo requires so, customer is obliged to pack it according to its transportation requirements.

3.6 When transporting the electronic equipment and breakable parcels, KIWI POST assumes no responsibility on safety of the parcels. In case of such cargo, customer must pack the parcel himself/herself and assume responsibility for its safety. None of the packages will be opened and/or re-packed by KIWI POST. The company sends parcels in the same condition, as received in its relevant offices.

3.7 Customer is obliged to check the content of the parcel when receiving it at 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:

4.1 KIWI POST offers courier delivery service within Tbilisi and the whole territory of Georgia.

4.2 Courier delivery service should be activated from customers own account. In order to receive packages through courier delivery, customer should add appropriate amount to his balance and check his address and phone number, before pressing the home delivery button.

4.3 Customer will not be able to change the address or phone number after the courier delivery service is activated.

4.4 Courier services activated before 16:00 PM from Monday till Friday will be delivered the next Business day. Courier services activated after 16:00 PM will be delivered on the third business day. Courier service is not provided on Sundays.

4.5 Prices for the courier delivery service within Tbilisi are listed below:

0-5 Kg - 4 GEL

5-10 Kg – 8 GEL

10- 15 Kg – 10 GEL

15-20 Kg – 12 GEL

20-25 Kg – 14 GEL

25-30 Kg – 16 GEL

30-50 Kg – 20 GEL

4.6. Supplying parcels to other cities and regions of Georgia, is implemented through the recipient's relevant addresses. Regional courier service is held within 2-3 business days.

Prices of regional courier delivery service are following:

0-5 Kg - 8 GEL

5-10 Kg – 13 GEL

10- 15 Kg – 17 GEL

15-20 Kg – 21 GEL

20-25 Kg – 25 GEL

25-30 Kg – 29 GEL

30-50 Kg – 34 GEL

4.7. Courier delivers parcels only once, at the address instructed by the customer before activation.

4.8 Change of the consignee's address from the webpage is possible only before the activation of the courier delivery service. Otherwise parcel will not be supplied to the changed address.

4.9. It is not allowed to change the address through a phone call or on the grounds of a verbal agreement.

4.10. Courier will not deliver parcels to the floors.

4.11. 10-15 minutes before reaching the consignee's address, courier will contact him/her via phone number/numbers indicated by the consignee for the purpose of receiving the parcel. If the parcel will not be delivered because of the consignee, courier will take it back to the KIWI POST office and, it is the consignee's responsibility to take it from the office. The parcel will be returned to the Kiwi Post office within 2 business days. In such case, value of the courier service will not be compensated to the customer.

4.12. In order to receive the package, consignee must have an ID or a Passport.

5. Working hours and Shipping periods:

5.1 Tbilisi Office working hours are:

Monday - Friday: 10:00-20:00;

Saturday – 11:00-18:00;

Sunday – 15:00-20:00;

Newark warehouse working hours are:

Monday- Friday- 10:00-18:00

London warehouse is open from Monday through Sunday with the following schedule:

Monday-Wednesday: 13:00 – 18:00;

Tuesday-Thursday-Friday- 13:00 – 20:00;

Saturday-Sunday- 11:00-19:00;

5.2 An average shipping duration from USA to Georgia is 7-10 (seven-ten) days.

5.3 An average shipping duration from UK to Georgia is 4-7 (four-seven) days.

5.4 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, etc.) and/or holidays-related delays.

6. Terms of Terminal Service:

- 6.1 After the package arrival, Customer receives 9-digit Terminal Code through SMS and E-mail.
- 6.2 Terminal Service cannot be used, before customer completes all transportation invoice payments.
- 6.3 Using the terminal code by third parties is allowed only for packages, which are not subject to Custom Clearance procedure. Receiving such package by third parties is possible with a proper authorization of consignee only.
- 6.4 Terminal Code is sent to the customer only, who is responsible for its safety or loss.
- 6.5 Receiving a package, subjected to Custom Clearance procedure is possible only by providing ID or passport.

7. Customs clearance:

- 7.1 Cargo declaration and invoice uploading on KIWI POST web-page is obligatory during 24 hours after that parcel is reflected in “warehouse” section. . Customer is responsible for the correctness of indicated information.
- 7.2 Customer is responsible for the clearance procedures.
- 7.3 The cost of documentation handling for custom clearance is 10 GEL, per each declaration.
- 7.4 If any penalty sanction is imposed on KIWI POST by the Customs Office or the Ministry of Finance due to a full or partial nonperformance of the service-related obligations by the customer (e.g. incomplete or inaccurate declaration of the items), KIWI POST preserves the right to charge the customer with payment of any of such penalty sanction.

8. Terms of insurance:

- 8.1 Insurance service can be activated through customer’s personal account. Activation or deactivation of such service is impossible if the package is already shipped or delivered to the country of destination. Insurance service cost is 1% of the amount indicated by customer during the declaration. If customer declares the package with a value of 300 USD/GBP or more, the insurance service will be activated automatically. In order to deactivate insurance service, customer should send an E-mail to support@kiwipost.ge, before the package arrives to the country of destination. KIWI POST is not responsible for the workability or validity of the product.
- 8.2 According to the insurance terms, company is responsible for a package loss after the delivery to the warehouse or external damage.
- 8.3 The pay-out will be held on basis of the detailed purchase order or invoice and the inquiry period will take up to 10 (ten) days.

8.4 The tracking code, which was not reflected in the "warehouse" section, is not subject to the insurance terms. In order for the package to be subject to insurance terms, customer should provide certifying document- Proof of Delivery, where the recipient's signature and exact delivery address is indicated.

8.5 KIWI POST is not responsible for the damage of repaired or used products and personal packages.

8.6 The insurance fee will be reflected in the transportation invoice.

9. Restricted products list:

9.1 Products listed below, are prohibited for transportation:

- a) Cash, credit cards, banknotes;
- b) Precious stones, platinum, gold, silver and jewelry made of them;
- c) Paint and toxic substances;
- d) Explosive and other dangerous items, such as lighters, New year screws, pumped spraying balloons, etc.
- e) Firearms or their parts, electric shocker, crossbows, cold steel arms;
- f) Pornographic products;
- g) Narcotic substances substituting products;
- h) Medicines, plants or their seeds;
- i) Any types of flavor enhancers.
- j) Medicine that requires doctor prescription;
- k) Animals, birds, fishes, rodents or others;
- l) Milk, meat, fish, honey, tobacco.

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

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

9.4 Please note, that indicated list of restricted products is not complete, KIWIPOST as a freight forwarder is allowed to stop and refuse to send any package out of security reasons.

9.5 Customer must contact the KIWIPOST office for specific product importation into the country and verify information with both KIWIPOST and the Revenue Service.

10. Other terms:

- 10.1 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.
- 10.2 KIWI POST is only responsible for the services described in the terms and conditions of the services.
- 10.3 KIWI POST preserves the right to record and keep the relations with the customer through internet, telecommunication, any type of video monitoring systems, including the E-mail communication, chats, telephone calls, 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.
- 10.4 The room number on which no parcel was received, shall be considered inactive and, will be deleted after expiry of 3 (three) months from the date of its registration.
- 10.5 Personal information of the customer is protected. KIWI POST shall not disclose any Customer related information to any third party without the court decision.
- 10.6 KIWI POST preserves the right, upon informing the client and without any agreement, to change the terms and conditions or terminate delivery of the services to the customer.
- 10.7 Given name and surname of the customer cannot be changed after the registration thereof, without appropriate documentation provided to the company.
- 10.8 The rights and duties of the customer and the forwarder, as well as the terms and conditions of this agreement, shall be governed by the Applicable Laws of Georgia.

Thank you for using our service