

**Regulation on Fee-Based Courier Services**  
(approved and put into effect on 01.01.2024)

**1. Terms and Definitions**

**PUP:** order pick-up point (as well as the order acceptance point).

**Customer:** Sender and/or payer for rendered services.

**Receiver:** end receiver of the Shipment. It can also be the payer for the services rendered if the Sender selects this payment option.

**Territory:** Republic of India.

**Individual:** a citizen of the Territory or foreign country, or without citizenship, vested with rights and obligations by law. Individuals shall act as the subject of legal relations, have legal capacity and, by virtue of their age and subjective qualities, have competence.

**Legal entity:** organization (firm, company) duly and legally registered, vested with rights and obligations by law. Under this Regulation, this category includes individual entrepreneurs, self-employed individuals, and other statuses of natural persons registered in accordance with the law to carry out entrepreneurial activities without forming a legal entity.

**Online store (OS):** a legal entity or individual entrepreneur selling goods or services remotely, offering the customer a choice of payment options, ways of receiving goods/services and receiving monetary funds for the goods/services.

**Website:** a collection of information, texts, graphic elements, design, images, photos and videos, other results of intellectual activity, as well as computer programs providing publication for public review of information and data, united by a common purpose, through technical means used for communications between computers and the Internet. The Contractor's website is located on the Internet at: <https://cdek-express.in>.

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

**Waybill:** a document created for each Shipment, containing information about the name, address and contact telephone numbers of the Sender and Receiver, nature and properties of the Shipment, dates of sending and receiving the Shipment, information about additional services and payment procedure, unique number and barcode.

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

**Mobile App\*:** Contractor's software used by Customers to access the Contractor's services via a cell phone, smartphone, tablet computer connected to the Internet information-telecommunication network.

**Self-service terminal\*:** software-hardware complex used for creation by the Customer itself of Shipments in the Contractor's office, including automated weighing and measurement of the Shipment overall dimensions.

The self-service terminal usage rules (if any) shall be posted on the Website.

**Parcel terminal\*:** automated terminal designed to accept, store and issue Shipments without the direct participation of the Contractor's authorized individual, equipped with built-in compartments of varying size, touch screen for controlling the process of receiving Shipments, console panel and slot for plastic bank cards. Payment shall be made as a bank transfer (by directly placing the card in the reception slot, scanning a magnetic tape and/or special chip, by communicating with the terminal touch screen and mobile device (if the mobile device has near-field communication technology)).

The Shipments shall be loaded (and received) at the parcel terminal using special access codes that are entered on the touch screen. Special access code shall mean a one-time unique code generated by the Contractor's software and sent in a SMS-message to the Shipment Receiver's phone number in the relevant waybill.

**Fee-based courier services contract (Contract):** Contract-offer form (if any) posted on the Website. In the absence of the Offer Agreement on the website, the "Agreement" here and thereafter refers to the written agreement (in the form of the Contractor) for the services specified in the Regulation between the Customer or any other designated person in this Regulation and the Contractor.

**Personal Account (PA)/Main Personal Account\*:** a web page (or special access in the Mobile App) on the Website containing information about the Customer, Contract number, services available to the Customer, the actually activated services and tariffs allowing the Customer to read the terms and conditions for rendering services and activating/receiving them, with statistical information about the scope of services received based on the reporting period results, and also allowing ordering of additional services.

Access to the above-mentioned data and functions is provided with the help of authentication data by the Customer entering the login and the password. Information about the identifiers assigned to the Customer (the login and the password) is confidential and cannot be disclosed by the Customer to any third parties.

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\*\*\*\* Services and functions of the Contractor marked here and below with an asterisk (\*) may be unavailable (limited) in the region of the Customer and/or the Receiver. These services and functions are considered unavailable (limited), if the Customer and/or the Receiver can not make use of them explicitly within the region's physical location without the resorting to software and technical bypass methods (including but not limited to VPN services). In case of unavailable (limited) services and functions of the Contractor, their regulating provisions shall not be applied until they are available in the region of the Customer and/or Receiver. Information on the Contractor's available services and functions shall be found on the Website.

The login and password for access to the Personal Account shall be sent to the Customer when entering into the Contract. The password shall be generated automatically by an electronic system; here, the Customer shall be entitled to change the generated password in the Personal Account. To get access to the Personal Account, the Contractor shall send an e-mail to the Customer for registering. In order to complete registration and create a password, the Customer shall use the link e-mailed by the Contractor. The Personal Account login shall be the Contract number.

The Customer 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 Customer's login and password are considered to be actions performed by the Customer personally and/or by its authorised representative in the Customer's name and on the Customer's behalf. In this case, the Customer shall be responsible for any (including unauthorized) actions by third parties taken in the Personal Account accessed using the Customer's login and password, as well as the consequences of such actions.

The Contractor reserves the right to suspend usage of the Personal Account by the Customer without further notice if the Agreement is terminated or in other situations, including but not limited to the situation when the Contractor suspects unauthorised usage of the Personal Account for illegal purposes.

The Customer 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.

The parties shall acknowledge the legal force of the documents, information and messages sent by the Customer to the Contractor via the Personal Account, and also acknowledge the legal force of any actions to select and order the relevant services in the Customer's Personal Account. The Parties shall also acknowledge as admissible, sufficient and having legal force the pressing of buttons to select the relevant options in the Personal Account in order to receive services. The Parties shall acknowledge that an electronic message generated and sent by the Customer to the Contractor by pressing a button in the Personal Account shall be considered signed personally by the Customer (Customer's authorized representative), and as a consequence, the personal selection and ordering of the relevant services by the Customer.

The Contractor and Customer shall agree that the parties may prepare (print out) copies of electronic messages in hard copy that are indisputable proof of sending an electronic message using the Personal Account, and also confirm the correspondence of the electronic message to the contents of the electronic message copy made (printed out) in hard copy.

#### **Identity document:**

- for citizens of the Territory: passport, Aadhaar, PAN card;
- for foreign citizens: foreign passport or equivalent document.

## **2. General terms and conditions for courier services**

### **2.1. Procedure for entering into Agreement and effectiveness of this Regulation.**

The information posted on the Website, including the Contract (if it is posted on the Website) and this Regulation shall contain the terms and conditions for rendering courier delivery services of Shipments and shall represent a public offering.

The Customer's acceptance shall be the procedure for transfer by the Customer of Shipments and/or generation of a waybill and/or request for the Contractor's services and shall mean complete and unconditional acceptance by the Customer of the terms and conditions of the public offering stated both in the Contract and in this Regulation. 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, as well as legal entities generating and ordering the Contractor's services in accordance with the General Terms and Conditions for Courier Services shall undertake to confirm entering into the Contract in writing on the Contractor's form by compiling a document signed by the Parties.

### **2.2. Rates.**

- 2.2.1. The list of services provided by the Contractor and the terms and conditions for rendering them shall be indicated on the Website.

By default, the cost of the Contractor's services shall be indicated in Indian rupee. Where technically possible, in order to determine the cost of services in another currency, it is necessary to choose the appropriate currency in the Calculator\* on the Contractor's website/Mobile App.

- 2.2.2. The Contractor shall provide services at prices stated on the website, unless another cost of services is established by the Agreement executed in writing. The cost of services and goods (goods here shall mean relevant packaging for Shipments used to ensure contents safety when sending, as well as the accompanying impulse goods placed at the pick-up point) indicated on the Website, in the Personal Account of the Customer and/or Mobile App, including in the "Calculator" section\* are approximate, are informational/reference and shall not constitute an offer.

The total cost of services subject to payment by the Customer shall be determined as applied to each specific Shipment, based on the precise value of the gross and/or volumetric weight of the Shipment (cl. 2.2.3 of this Regulation) at the time of transfer of the relevant Shipment to the Contractor for delivery.

- 2.2.3. The Contractor shall calculate the cost of services for delivery of the Shipment, based on the greatest value of the gross 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.

Forwarding of Shipments where the dimension of at least one of the indicated amounts (length (cm) \* width (cm) \* height (cm)) in the packed form is more than 2.2 m shall require additional agreement with the Contractor. Agreement shall be made through the assigned manager for those Customers who actually have a signed Contract with the Contractor, and/or through the Contractor's contact center\*, and/or at the addresses and contact phone numbers specified on the Website.

The Contractor shall be entitled to re-weigh and re-measure the Shipment on special equipment at the pick-up point accepting the Shipment for delivery, in order to confirm the correct calculation of delivery cost based on the data about the Shipment weight and/or overall dimensions indicated by the Customer when creating the request and/or relevant waybill.

In case of any data discrepancy, the basis for determining the service cost shall be the greatest volumetric or gross weight of the Shipment set by the Contractor, and the Customer shall pay for Shipment delivery service, based on the cost calculated by the Contractor. If the Shipment consists of several cargo places, the calculation for each place shall be made separately, based on the greatest volumetric or gross weight.

- 2.2.4. The cost of the Contractor's services shall include one courier trip for Shipment collection/delivery. Repeated trips shall be made for an extra fee by agreement with the Contractor according to the Contractor's rates.

The cost of the Contractor's services shall be indicated without customs clearance, duties, export duties, customs fees, taxes/VAT and any local duties, fees and taxes, where these are applicable pursuant to current law.

The Customer shall be responsible for a false call to the Contractor's authorized employee in the amount of the cost of the pick-up (delivery) service of the specific Shipment.

- 2.2.5. If the delivery mode changes from "to door" "to warehouse"/to parcel terminal:

- on the Customer's initiative after accepting the Shipment for delivery, the rate shall be changed based on the altered mode, the cost for the main service shall be recalculated based on the new rate and the Additional Service shall be added to the waybill "Transfer to the pick-up point";
- on the Contractor's initiative after accepting the Shipment for delivery, the delivery cost shall be subject to lowering.

### 2.3. Delivery schedule.

- 2.3.1. Delivery schedules shall be calculated in business days and do not include the day of accepting the Shipment for delivery, weekends, federal or regional 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. In this case, if the Shipment planned delivery date falls on a calendar day in the week, Friday, but the actual delivery was made on one of the calendar days of the week Saturday/Sunday/Monday, then the delivery schedule shall be considered violated by 1 calendar day.

Shipment price delivery schedules shall be reflected when calculating delivery in the Calculator on the Website, when calculating and tracking Shipment delivery in the Personal Account/Mobile App.

Delivery schedules for modes "to parcel terminal" and "to warehouse": arrivals at the parcel terminal/arrivals at the pick-up point shall be reflected on the Website when calculating and tracking the Shipment delivery in the Personal Account/Mobile App.

The actual completion of the Shipment delivery service schedule shall be the time the Contractor sends a notification to the Customer about the arrival of the relevant Shipment at the Contractor's warehouse/pick-up point/parcel terminal. After the Contractor has sent a notification to the Customer (via Personal Account, Mobile App, voice robot of the contact center, etc.) about the relevant Shipment arrival at the site of its collection, the delivery schedule set for the relevant delivery mode shall no longer be counted.

From the time of actual completion of Shipment delivery service to the Contractor's warehouse/pick-up point/parcel terminal that the Contractor notifies the Customer about by sending the relevant notification, the Contractor shall no longer be responsible for further Receiver Shipment pick-up schedules. This condition shall be valid for all orders with delivery "to warehouse"/"to parcel terminal" mode.

- 2.3.2. The Contractor shall reserve the right to change the Shipment delivery schedules in the calendar month of December, increasing it without additional agreement with the Customer. Information about the increased delivery schedules shall be posted on the Website.
- 2.3.3. Changing the delivery schedules for reasons established in cl. 2.3.1., 2.6.2 and 2.6.3 of this Regulation shall not be a violation by the Contractor of the delivery schedules and shall not entail liability specified in cl. 6.2. herein.

### 2.4. Delivery tracking.

The Customer can track the Shipment delivery stages:

- on the Website;
- in the Customer's Personal Account;

- in the Contractor's Mobile App;
- by integrating the Customer's software with the Contractor's software\*.

## 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 Customer or the Receiver of the Shipment. The Shipment may be delivered to a new address of the Receiver other than the address specified when placing the Order and/or generating the delivery waybill and is subject to agreement:

- for deliveries within the same city — the delivery time to 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 Customer/Sender in terms of the actual Receiver and/or their contact telephone number are made by one of the following ways:

- directly by the Customer through the Personal Account, using identification data (login and password);
- directly by the Sender by presenting an original identification document and submitting a written application to the Contractor's relevant pick-up point.

## 2.6. Other general terms and conditions for services.

2.6.1. In order to ensure the safety of the delivery/forwarding process, and also regarding Shipments where the delivery is made under import/export conditions to/from the Territory and requiring customs clearance, the Contractor shall be entitled to inspect the contents to verify the presence/absence of contents belonging to the category of hazardous and/or banned for transport pursuant to the requirements of this Regulation and/or current law.

When accepting the Shipment from the Customer/Sender for delivery/forwarding, the Contractor shall be entitled to demand that the Customer/Sender produce for inspection the contents submitted for delivery/forwarding. In this case, the Customer/Sender shall undertake to present the contents in the relevant Shipment for inspection by the Contractor. In this case, the Customer/Sender shall open the relevant Shipment themselves in the presence of the Contractor.

If the Customer/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 Customer shall agree that the Shipment may be opened and its contents inspected by the Contractor or legally authorized representative at any time during the Shipment delivery/forwarding without pre-notification of the Customer.

If it is necessary to open and inspect the Shipment after its acceptance for delivery/forwarding, the aforementioned actions shall be taken in the presence of the Contractor's authorized employee.

When the Shipment is opened and inspected after its acceptance for delivery/forwarding, a Report shall be compiled on the Contractor's form, describing the status of the Shipment, indicating its weight and the exact nature of the contents in the relevant Shipment, recording the results of contents inspection, as well as the number of the security sticker that seals the relevant Shipment.

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 this Regulation and effective laws, the contents of the relevant Shipment shall be returned to the Customer. In this case the costs of returning the Shipment shall be borne by the Customer, and the Customer shall pay the cost of the service of returning the Shipment in advance.

If any hazardous and/or prohibited contents cannot be returned to the Customer by the Contractor, the Customer shall undertake to pick up the relevant Shipment from the Contractor's warehouse within 3 business days from the time of receiving notification from the Contractor (by telephone or electronic communication). If the Customer violates the set schedule for picking up the Shipment, the Contractor shall be relieved of the responsibility for the preservation and return of the relevant Shipment to the Customer.

In order to reduce and/or avoid negative consequences related to the impossibility of returning hazardous and/or prohibited contents and/or the Customer's violation of the established deadline for picking up the relevant Shipment, the Contractor shall be entitled at its own discretion within the limits established by applicable law to dispose of the Shipment containing hazardous and/or prohibited contents.

2.6.4. The Contractor shall have the right to request additional documents from the Customer/Sender certifying the nature of the contents of the Shipment to be sent (including but not limited to licenses, certificates, records).

2.6.5. The Customer 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 door" mode is 15 minutes. The standard time limit is calculated from the time the courier arrives at the address and until the time of Shipment collection/delivery (signing the waybill), including issuing a pass to the territory, movement inside the territory and acceptance operations.

If the Customer exceeds this standard time limit (there is a line for acceptance/delivery, the employees are busy,

territorial features, the Shipment is not ready for shipping, etc.), the Contractor's courier shall be entitled to leave this address, or record the arrival time and wait for the Sender/Receiver in order to collect/deliver the Shipment with payment of the tariff for the courier's waiting over 15 minutes.

- 2.6.7. Shipments weighing over 30 kg (volumetric or physical weight) shall be delivered to the entrance of the building. Going to a floor is an additional service that shall be provided for additional payment in the amount of Contractor's rates.
- 2.6.8. Customer which is a legal entity who has concluded a one-time Agreement by joining the public offer on the Contractor's website, 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 Agreement on behalf of the Customer which is a legal entity until the moment of processing the relevant waybill for the Shipment.

If the Customer (Customer's representative) does not provide the aforementioned power of attorney, the Contract shall be deemed to be entered into with the individual specified in the waybill as the sender, while payment for the cost of services shall be accepted from the individual.

- 2.6.9. The Contractor shall be entitled to unilaterally:

2.6.9.1. Refuse to provide the service if:

- the Customer refuses to provide the Contractor with the necessary information and/or documentation for the proper provision of services, as well as in the case of refusal by the Customer/Sender to open the Delivery for inspection by the Contractor's employee (Clause 2.6.1. of this Regulation) upon delivery/resending;
- the Shipment is found to contain contents that are not supposed to be delivered/transferred in accordance with the provisions of this Regulation and effective laws, or that require the Contractor's additional approval for delivery, but no approval has been obtained;
- if the sender does not have documents certifying identity and/or power of attorney (from a legal entity);
- on the grounds specified in cl. 3.7 of this Regulation, if the Shipment is transferred in packaging that does not comply with the requirements in Appendix B;
- if the Customer selects the delivery mode "to parcel terminal"/"to pick-up point", and the weight/dimensions of the Shipment do not correspond to the dimensions/weight/maximum compartment size of the parcel terminal/premises of the pick-up point. If in this case the Shipment was accepted for delivery, then the Contractor shall be entitled to change the delivery mode, deliver to a different pick-up point, after notifying the Customer about this.

For "from parcel terminal" mode: if the Customer did not correctly indicate the Shipment weight/dimensions in the waybill and/or they do not correspond to the maximum permissible dimensions/weight for placement in the parcel terminal compartment, then the "from the parcel terminal" mode cannot be applied. The Customer shall need to use another method of shipment ("from warehouse", "from door").

2.6.9.2. Choose any optimal and affordable delivery method and route.

2.6.9.3. Amend the terms and conditions of this Regulation, the cost of services, delivery time, payment time and procedure. The Contractor shall post the relevant changes on the Website within 10 calendar days before the changes go into force. The Customer shall confirm that finding the changes on the Website is sufficient to consider that they come from the Contractor.

The Customer undertakes to monitor the above changes independently.

2.6.9.4. If during the course of delivery the Contractor discovers non-compliance of the package with the nature of the contents in accordance with the requirements of Appendix B herein, the Contractor shall retain the right to suspend the delivery of the Shipment until the issue of providing the Shipment with adequate packaging has been resolved with the Customer.

The Customer shall be entitled to use additional services rendered by the Contractor and specified in this Regulation and/or on the Website. The Contractor shall be entitled to introduce and propose to the Customer a new, additional spectrum of services and/or cancel the services previously in effect, including without signing the relevant additional agreement to the Contract.

- 2.6.10. In order for the Contractor to execute the Contract, the Customer shall transfer to the Contractor the personal data of the Shipment Receivers, their representatives and their own. While submitting an application for the Shipment delivery and handing the Shipment over to the Contractor, the Customer 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 3 years.

At the Contractor's request, the Customer shall undertake to submit a consent to use and process personal data of

employees/representatives of the Customer and Shipment Receivers.

In order to avoid disputes with Customers (Senders) on the issue of issuing Shipment to an authorized individual, the receiver when issuing the Shipment shall undertake to fill in the identity document data in the waybill, in section 5 "Delivery Confirmation".

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

If a factoring contract is entered into, the Customer shall give consent to the Contractor to process personal data and transfer information to the financial agent, including: name of the legal entity; full name of the authorized employee; TIN; registration number; contract details; telephone number; e-mail address; bank details, amount of COD payments and statistics of shipped and issued Shipments.

In processing personal data, the Contractor ensures the confidentiality of personal data and takes necessary legal, organizational, and technical measures to protect the personal data received from the Customer from unauthorized or accidental access, destruction, alteration, blocking, copying, provision, distribution of personal data, as well as from other unlawful actions regarding the personal data received from the Customer.

- 2.6.11. The Customer's comment on the order shall be exclusively informational and cannot be the basis for the rendering by the Contractor of any additional services to the Customer, including that they cannot serve as the basis for holding the Contractor liable for nonperformance.
- 2.6.12. Electronic documents, electronic messages and fax copies of documents, if they are signed by authorized individuals, e-mail and messenger (instant message exchange systems) correspondence, requests sent via the Customer's Personal Account on the Website shall have legal force and may serve as the basis for executing obligations.
- 2.6.13. If the Customer who entered into the Contract by joining a public offering posted on the Website within the deadline set by cl. 7.2 herein has not filed a claim regarding the quality of services rendered, the services shall be deemed rendered by the Contractor properly and accepted in full by the Customer.
- 2.6.14. The Parties shall agree and the Customer confirms consent to receive a cashier's check in electronic form by submitting the subscriber number or e-mail of the Customer.
- 2.6.15. The Customer understands and agrees that in the performance of the Agreement, the Contractor has the right to conduct informational interaction with the Customer/Sender/Receiver by making telephone calls, including using a voice robot, by providing reference information via telecommunication networks and postal services (including, but not limited to: SMS messages, push notifications, e-mails, the Internet and mobile devices, in messengers). The Customer may not refuse to receive reference information sent by the Contractor while executing the Contract. The reference information shall not contain advertising messages.
- 2.6.16. The export and sanction control policy shall be an Appendix to this Regulation and shall be mandatory for the Customer when receiving the Contractor's services.

### **3. Shipment Acceptance Procedure**

- 3.1. Shipment delivery services shall be rendered if the Customer/Sender generates the relevant waybill and applies a barcode label to each Shipment place.

The waybill number shall be limited access information and transfer to third parties in any form of information about the unique waybill number and its information content shall be the responsibility of the Customer/Sender/Receiver.

- 3.1.1. The Contractor shall render courier services for "delivery" type orders. This type of order is available to a limited group of Customers. With this type of order, the name of the service(s) rendered and the price of the service(s) (if additional service(s) are ordered, these data are also shown on the company Shipment waybill) are displayed in the company Shipment waybill.
- 3.1.2. The Contractor shall render courier services for "online store" type orders. This order type shall be available to Customers with whom the Contractor actually has a signed Contract. For this type of order, the company's waybill 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 shall establish several methods for generating waybills for the Customer: via the Personal Account on the Website, via Mobile App, using integration with the Contractor's information base, directly in the Contractor's office (including through the self-service Terminal/parcel terminal), or when the courier arrives. For orders with "from parcel terminal" mode, the service of generating an order through a WEB-form shall be available; it is filled out by the Customer by using the reference instructions on the parcel terminal electronic screen.

The waybill created/arranged by the Customer for the Shipment but not presented to the Contractor for further reshipment of the corresponding Shipment is stored in the Contractor's software complex for no more than 60 calendar days.

The hard copy of the waybill must be signed by the Sender and the Contractor's representative, and the waybill executed with the help of electronic or other technical means is considered signed by the Customer as of the moment of the waybill execution and signed by the Contractor as of the moment of receiving the Shipment from the Customer. By signing the waybill, the Sender at the same time shall confirm the correctness of the specified contact data (address, telephone

number, name and full name of sender/receiver) and information about the Shipment: name, weight, dimensions, description, amount of COD, declared value. By signing the waybill or giving it the status "Accepted in sender's city", the Contractor shall confirm Shipment acceptance.

If the Contractor's packing materials are used, which have a unique number, the Sender shall enter it in the "Package No." column in the relevant waybill.

- 3.3. Shipments shall be accepted by the Contractor by the number of units (unit shall mean an individual Shipment transport package), without checking and counting the contents in the individual transport units. The Contractor shall not accept for delivery any Shipments with recalculation of the inner contents (with a list of contents) unless otherwise agreed in writing by the parties. The Contractor shall not be responsible for the quantitative and qualitative characteristics of the transferred contents.
- 3.4. The Sender must fill in the accompanying documents themselves if they are required (inventory, invoices, accompanying documents for customs clearance, etc.). The Contractor/a courier/another representative of the Contractor without a corresponding power of attorney to represent the interests of the Contractor may not sign the internal documents of the Sender.
- 3.5. A courier request call for delivery of Shipments shall be sent by the Customer via the "Call courier" function on the Website; via the Personal Account on the Website; by creating integration with the Contractor's information base; via the Contractor's Mobile App; using devices of electronic communication/telephone communication, 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 Receiver'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 Forwarding Agent to arrange for delivery and/or storage. The list of prohibited contents is given in Appendix A hereto.
- 3.7. The Customer shall undertake to ensure the packing and marking of the Shipment according to Appendix B herein, fill in and sign the waybill correctly and legibly, submit reliable information about the Shipment contents, the requisite transmittal documents, and not transfer for delivery Shipments prohibited for forwarding or for delivery that require a special permit.

The Customer shall undertake to pack the shipment by a method to prevent damage to the contents during rendering services. The Shipment packaging shall comply with the nature of its contents, delivery terms and conditions and duration in transit, excluding possible damage to the contents during processing and forwarding, access to it without disrupting the packaging, or any harm to other Shipments or to the Contractor's employees.

If there is no Shipment packaging or it violates the requirements, the Contractor may offer the Customer (with the exception of "from parcel terminal" shipment mode) additional paid shipment packaging. The list of paid packaging available for the order and its prices shall be posted on the Website, in the Mobile App calculator.

If additional packaging is refused (pursuant to Appendix B to this Regulation) by a Customer with whom the Contractor actually does not have a signed Contract, or by a Customer during creation of the shipment in the "from parcel terminal" mode, the Contractor shall refuse to accept the Shipments.

When shipping in "from parcel terminal" shipment mode or shipping by the Customer with whom the Contractor actually has a signed Contract, the Customer shall pack the Shipment on their own and at their own expense and shall guarantee that it has packed the Shipment on its own in a protected place and that there has not been any unauthorized access to the Shipment during preparation, storage and transportation until the time of releasing the Shipment to the Contractor. The Customer shall transfer the Shipment to the Contractor closed.

If the Customer does not provide Shipment packaging (pursuant to Appendix B herein) with "from parcel terminal" mode or a Customer with whom the Contractor actually has a signed Contract, the Contractor shall not be responsible for Shipment damage.

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

#### 3.8.1. Accepting Shipments from individuals:

- for "from warehouse" and "from door" modes: based on the original identity document presented by an individual, according to the law of the state where the shipment is accepted. Shipments from individuals shall be accepted only after indicating in the waybill the identity document data (series, document number, full name of the individual) and signing by the individual, with presentation of a notarized power of attorney for the individual transferring the Shipments to the Contractor.

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

- if the Customer-individual did not specify the declared value of the Shipment, the declared value shall be deemed equal to 930 Indian rupees, and no additional levy for declared value is made from the Customer. This

provision shall not extend to such basic services of the Contractor as "Parcel"\* and "Express"\*.

If such a Shipment is lost or sustains damage (harm), the Contractor shall bear responsibility as stipulated in cl. 6.4 herein.

3.8.2. Acceptance of Shipments from legal entities:

- On the basis of an original identity document presented by the individual (legal entity representative) pursuant to the law of the state where the shipment is accepted and power of attorney with the right to transfer shipments for shipping on behalf of the legal entity. Shipments shall be accepted from legal entities only after indication in the waybill of identity document data (series (if any), number, full name of individual) and power of attorney (number, issue date), signing by the individual, as well as scanning the power of attorney copy.
- The Customer-legal entity shall assume the obligation to notify the Contractor immediately about cancellation of the representative's power of attorney (on the next day after the event). Notification shall be made by submitting a written request in the Contractor's office. If the Customer fails to notify or fails to notify in a timely manner, the Customer shall bear the risk of adverse consequences.
- The Customer-legal entity with whom the Contractor actually has a duly and legally signed 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 website shall accept responsibility for ensuring proper packing of Shipments (in full compliance with Appendix B hereto). The Customer shall undertake not to transfer to the Contractor for delivery Shipments the contents of which are prohibited or have restrictions on goods forwarding. If hazardous goods are transferred to the Contractor for forwarding, the Customer shall undertake to inform the Contractor about this as duly established by this Regulation.

3.8.3. Shipments shall be accepted from online stores based on transfer documents with information about the transferred shipments. 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 Customer shall indicate the required additional services and facilities in the waybill for the order.

3.8.4. When generating a shipment for delivery, the online store shall undertake to declare the cost of the Shipment and pay an additional fee.

3.9. Additional terms and conditions for accepting shipments for delivery to the Territory and delivery from the Territory:

- 3.9.1. Signing an individual waybill, issuing the Shipment at the self-service Terminal or to the Parcel Terminal by electronic waybill created in the Customer's Personal Account shall mean entering into a Contract between the Customer and Contractor with terms and conditions of customs tracking. The Customer agreed that the Contractor shall be entitled to contract relations with third parties on any terms and conditions acceptable for them in order to execute the couriers services contract or render other services, including customs clearance services.
- 3.9.2. The Customer 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 Customer shall undertake not to give the Contractor for delivery shipments indicated on the list prohibited for import/export from/to the country of shipping and receiving. The list of such goods shall be posted on the Website.
- 3.9.3. The Customer shall independently inform the Shipment Receiver about the need to submit the required documents and payment of the customs clearance expenses in case of Shipment delivery outside the Territory. If the Receiver refuses to pay the customs clearance costs, such costs shall be borne by the Customer;
- 3.9.4. By placing the order, the Customer instructs the Contractor to arrange the customs clearance procedure by a customs representative on behalf of the Customer. The Customer shall also agree that the Contractor may act as the nominal cargo receiver for the sole purpose of appointing a customs representative to conduct customs clearance. A customs representative shall carry out customs support services on behalf of the Customer, acting in the interests of the Customer.
- 3.9.5. If the customs agencies require submission of additional documents in order to confirm the information in the customs declarations for import/export of Shipments delivered by the Contractor, or the right of the Contractor to set up the customs clearance procedure, the Customer shall submit the requisite documents at its own expense.
- 3.9.6. The Customer undertakes to provide full and truthful information regarding the export and import of the Shipments. The Customer is notified that submission of unreliable or knowingly false information about the Shipment or its contents may result in a civil suit being filed and/or they may be held administratively or criminally responsible. The Customer 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 but not limited to 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 Customer's failure to provide the correct list of documents and/or to obtain the necessary licence or permit, shall be invoiced to the Customer. The Customer shall undertake to make payment for the storage costs and other expenses that the Contractor may incur as a result of the actions of customs and other public authorities, or due to the Customer's



inability to provide the proper list of documents, and/or obtain the requisite license or permit. 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 Receiver, and the Receiver refuses to pay the customs duties and charges.

In the cases indicated in this clause, the Customer shall make its own payment of fees, taxes, expenses or shall instruct the Contractor to arrange the process of payment/reimbursement of charges, taxes, expenses specified in this clause.

#### **4. Shipment Delivery Procedure**

4.1. The shipment shall be delivered to the Contractor's pick-up point location (hereinafter "to warehouse"), to the parcel terminal location (hereinafter "to the parcel terminal"), or to the Receiver's address indicated in Customer's waybill (hereinafter "to door").

##### **4.1.1. For Shipment delivery "to door":**

- 1) the Shipment shall be delivered to the individual specified as the Receiver in the waybill. 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 Receiver named in the waybill and of the person who actually accepted the Shipment. The data of the Receiver's identity document and the identity of the individual who accepted the Shipment at the delivery address shall be indicated in the waybill;
- 2) delivery of the Shipment to a legal entity that is the Receiver shall be made to any employee or legal entity representative. Specification in the waybill by the Customer/Sender of the company contact person of the receiver shall not mean that the Contractor is obliged to give the Shipment only to this contact person. 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 waybill 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. For delivery "to warehouse":**

- 1) the Shipment shall be delivered to the individual specified as the Receiver in the waybill upon presentation of an identity document with indication by the Receiver in the waybill of the identity document data and affixing a signature with presentation of a notarized power of attorney for the individual authorized to receive the Shipment from the Contractor.

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

- 2) delivery of the Shipment to a legal entity who is the Receiver shall be made to any employee or legal entity representative who presents a power of attorney and an identity document with indication by the Receiver in the waybill of the identity document data and affixing a signature.

##### **4.1.3. For delivery "to parcel terminal":**

- delivery of the Shipment (the act of opening the parcel terminal compartment) shall be made by identifying the Receiver via a special access code sent to the Receiver's telephone number which shall be entered by the Receiver into the parcel terminal screen.

4.1.4. For any delivery mode to individuals and legal entities the Contractor shall be entitled, in addition to the aforementioned, to identify the Receiver by a telephone call to the Receiver's telephone number indicated in the waybill.

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 organizations (authorities of all branches and levels, including law enforcement, tax, judicial, licensing and military organizations) shall be made by the Contractor without guarantee of a delivery record pursuant to the procedure in force in these organizations (in particular, in offices, shipments shall be received without an employee's signature of its receipt or by placing the shipment in the mailbox at the entrance).

4.4. The Contractor shall notify the Shipment Receivers about the arrival of shipments with the delivery mode "to warehouse", "to parcel terminal" on the day the Shipment arrives at the warehouse/parcel terminal and the readiness for issue. The notification shall be made by messenger or SMS\*, in the Mobile App. The Customer shall also be entitled to independently track the arrival of the Shipment on the Website or in the Contractor's Mobile App.

4.5. The courier shall inform the Receiver about their arrival 30-60 minutes before by robot call.

4.6. When the shipment is delivered, the Receiver shall record it:

- 1) details of the identity document of the addressee or their authorised representative (last name, first name, patronymic (if applicable), series (if applicable), and number of the document (information from other identifying documents));
- 2) 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 Receiver by entering it into the standard forms (templates) of waybills 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 Receiver (their authorised representative) or by another method specified by the Contractor, which provides reliable confirmation of the fact of delivery of the Shipment.

- 3) with additional identification of the Receiver's identity using the verification code sent in SMS to the receiver's cell phone number indicated in the waybill, the verification code discussed by the Receiver shall be recorded in the waybill.

The Customer was notified and agrees that the Contractor shall not give legal expert opinion on the identity documents, nor the authenticity of signatures and seals in the Receiver's powers of attorney.

- 4.7. The Contractor shall make it possible for the Receiver to note the Shipment delivery by one of the following methods:

- the Receiver's signature on the delivery sheets/paper waybill of the Contractor;
- Receiver's signature recorded on the special equipment screen\*. 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 Receiver's signature from the screen. The Parties shall acknowledge the possible use on the Receiver's delivery sheets/waybills of an alternative to the Receiver's handwritten signature as an equivalent to the Receiver's own signature. The Contractor's delivery sheets/waybills signed and certified with the equivalent to the Receiver's handwritten signature shall be considered documents having equal legal force as the documents signed with the Receiver's own signature and can be considered as written proof in court. The equivalent of a handwritten signature is the Recipient's electronic signature created by means of the Receiver affixing the signature, using special equipment. While writing on this equipment, the signature shall be digitized and affixed to the Receiver's delivery sheet/waybill. 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 Customer which is an online store, the Receiver 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 waybill.
- 4.9. In the event of packaging violations, the Customer/Receiver shall be entitled at the time of shipment delivery to require that the Contractor's employee participate in inspecting the contents and compiling a bilateral report on the form established by the Contractor.
- 4.10. When handing the shipments over in other countries (except the Territory), the Contractor shall deliver the delivery to the Receiver or to another person, who, according to the Contractor's assessment, is authorised to receive the Shipment in the name of the Receiver (e.g., people living on the same premises as the Receiver, colleagues, etc.).
- 4.11. 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 Agreement.

## **5. Shipment Storage and Return Procedure**

- 5.1. If it is impossible to give the Shipment to the Receiver, the Shipment shall be stored; in the parcel terminal for 3 calendar days, in the warehouse/Contractor's pick-up point for 7 calendar days. Following these 7 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 Agreement. The cost of the storage services shall depend on the Shipment dimensions and shall be charged for each calendar day. For Shipments with delivery mode "to parcel terminal", the Shipments are subject to return at the end of 3 calendar days.
- 5.2. The cost of the storage services and the cost of the services for returning the Shipment are calculated in accordance with Contractor's rates.
- 5.3. If the Shipment is not claimed within one calendar month, after the Receiver has been notified again about the need to receive it, the Shipment shall be returned to the Customer. The Customer shall pay the Contractor for the costs of services in connection with the forwarding, storage, disposal, return of the Shipment and redeliveries.
- 5.4. If the Recipient and the Customer refuse from receiving the Shipment in writing or if the Shipment is not claimed (including absence of any written instruction of the Customer 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 Shipments of the Customers 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 Agreement), or partial delivery (partial refund) has been made, if such service can be performed by the Contractor\*. The Shipments are returned at the Customer's expense.

The frequency of generating a list of Shipments to be returned to the Customer shall be established by the relevant Contract, signed between the Contractor and the Customer. According to the established frequency, the list of relevant

Shipments to be returned to the Customer shall be sent to the Customer at the e-mail address specified in the Contract. The list of Shipments to be returned to the Customer shall include Shipments by waybills the final statuses of which has been recorded by the Contractor, such as: not delivered; returned; partial delivery, as well as shipments for which the storage period has expired. During the period specified by the Contract, from the time of receipt of the e-mail notification, the Customer shall be entitled to extend the Shipment storage period at its location, with mandatory payment for the extended storage period.

For Shipments to be returned to the Customer, the Contractor shall generate the relevant transmittal waybill for the Shipment or consolidated batch of shipments. Returns shall be made based on the specified delivery waybill with the order list attached. Returns shall be made by the Contractor by one of the following methods and in the following order:

- by delivering the Shipment/consolidated batch of Shipments to the Customer's location address. In this case the Customer shall be obliged, within 2 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 waybill. If a discrepancy is identified, the Customer shall immediately inform the Contractor about the detected discrepancy by compiling the relevant report about it. The report on discrepancies shall be drawn up by the Customer in a committee of at least three persons. The Customer shall undertake to ensure that the acceptance process is video recorded. Acceptance of Shipments shall be carried out by the Customer. The Customer shall send a written notification to the Contractor with the aforementioned Report attached, no later than 2 business days from the time of receipt of the Shipment/consolidated Shipment batch. The two-day period set by this clause for the purpose of accepting Shipments by quantity and for filing a claim by the Contractor shall be preclusive. At the Contractor's request, the Customer shall undertake to provide a video recording confirming the Shipment discrepancies for quantity and/or quality. The Customer's claims submitted at the end of two business days from the time of receipt of the consolidated Shipment batch shall not be considered or satisfied by the Contractor.
- by issuing the Shipments/relevant batch at the Contractor's location. 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 Customer with signing the relevant delivery waybill.

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

- 5.6. International Shipments shall be returned by the Contractor within 3 calendar months from the time of creating the relevant return waybill.

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

### **Liability and Responsibility of the Contractor:**

- 6.1. The Contractor shall be fined for the late transfer of funds to the Customer for the goods sold by the Customer to the Receiver 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 waybill. 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 waybill.

The Contractor shall be liable for violating the delivery deadlines for Shipments of the “online store” order type 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 waybill.

- 6.3. The amount of the Contractor's liability for the Shipment the value of which has not been declared and for which no declared 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 2792 Indian rupees. If documents without declared value are enclosed in the Shipment, the amount of additional compensation is 465 Indian rupees.
  - In case of partial damage (harm) to or loss of part of a multi-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 2792 Indian rupees. If the Shipment contents are documents, the amount of additional compensation shall be 465 Indian rupees.
  - In the event of partial damage (spoilage) or loss of part of a single-place Shipment, the liability is equal to the full cost of the Performer's services for delivering the Shipment and additional compensation for the actual damage caused, but not exceeding 2792 Indian rupees. If the Shipment contents are documents, the amount of additional compensation shall be 465 Indian rupees.

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

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

If the Customer 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 93 Indian rupees.

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

- In the case of partial damage (spoilage) or loss of part of a multi-piece Shipment, the liability is determined by the portion of the Contractor's service cost for delivering the entire Shipment proportionate to the paid weight of the damaged/lost item in the total paid weight of the entire Shipment. Additionally, there is additional compensation equivalent to the value of the item contained in the respective Shipment, but not exceeding the declared value indicated in the waybill, and the cost of services for delivering the respective Shipment.
- In the event of partial damage (spoilage) or loss of part of a single-piece Shipment, the liability is equal to the full cost of the Contractor's services for delivering the Shipment and additional compensation equivalent to the value of the missing item or the amount by which the value of the damaged item has decreased, but not exceeding the declared value indicated in the waybill.
- In the case of total damage (spoilage) or complete loss of the Shipment, the liability is equal to the value of the item contained in the respective Shipment, but not exceeding the declared value indicated in the waybill, and the cost of services for delivering the respective Shipment.
- The amount of liability established in this clause shall also be applied with regard for cl. 3.8.1. herein.

6.5. The Contractor does not compensate for lost profits or any other indirect losses incurred by the Customer.

6.6. The Customer shall undertake to ensure the Shipment packing in accordance with the Contractor's Requirements established by Appendix B with regard to the provisions in cl. 3.7 herein.

If the Customer which is an online store or the Customer for the shipment services "from parcel terminal" fails to comply with these requirements for packaging contents, the Contractor shall be released from liability for damage to the contents, and the funds paid by the Customer for the "Declaration of Value"/"Insurance" shall not be refunded to the Customer.

6.7. If the Customer-online store fails to specify the declared value in any type of order, underestimates the declared value (e.g., zero declared value of the Shipment, etc.) or changes the declared value during delivery after transfer to the Contractor, then the Contractor shall be liable in the amount specified by the Customer. In this case, cl. 6.3 herein shall not be applicable.

6.8. If the Customer/Sender provides inaccurate/incomplete information in the waybill regarding contents, conditions of delivery, processing, packing and storing the contents and also if the contents are confiscated by state authorities, the Contractor shall not be liable for possible violation of the delivery schedules and/or losses.

6.9. In case of loss or spoilage (damage) to the good during rendering Fulfillment\* services due to the Contractor's fault, the Contractor shall be liable to the Customer in the amount of the cost of the goods indicated in the transmittal documents when the Contractor accepts the goods for rendering Fulfillment services.

6.10. The Contractor shall not be liable for any losses resulting from fraudulent actions of the Sender, Receiver or third parties who are not employees of the Contractor.

The Contractor shall also not be liable for issuing Shipments under forged documents, if the document cannot be identified clearly and/or without special devices and/or without special knowledge as a forgery.

6.11. If the Shipment location cannot be established by the Contractor within 14 business days from the day of expiry of the set schedules for Shipment delivery to the Receiver, the Shipment shall be deemed to be lost.

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

- natural disasters, including 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 properties of the Shipment, even if the Customer notified the Contractor about them at the time of generating the waybill;
- any actions or inactions of individuals who are not employees or contractors of the Contractor, namely: the Customer, the Receiver, third parties (including carriers, freight forwarders, customs or other authorized authorities), official personnel;

- giving the Contractor for delivery a Shipment that is hazardous/prohibited for delivery (forwarding);
- negative effects of electric or magnetic fields on or erasure of electronic or photographic images, data or records;
- the Customer's failure to comply with the terms and conditions set out in this Regulation;
- 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 Customer/Recipient;
- damage caused to the Customer 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 Customer:

- 6.13. The Customer pays or reimburses the Contractor for all payments for the delivery of the Shipment and its storage, or expenses incurred by the Contractor on behalf of the Customer, as well as reimburses all claims, losses, fines, customs duties and fees, and other payments in case of the Customer's violation of the terms of the Agreement and this Regulation.

Including, in the event of the Receiver's refusal to accept the Shipment for reasons beyond the Contractor's control, the delivery service is considered properly rendered by the Contractor and is subject to payment by the Customer.

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

If within one calendar month from the time the Customer's obligation to submit the relevant documents emerged, the Customer has not provided the Contractor with documents confirming the real value of the Shipment and the Customer's right of ownership to the Shipment, and in the event of damage to the Shipment, an expert opinion and/or documents confirming the cost of repair, then the damage caused shall be indemnified on the terms and conditions and in the amount established for the Shipments the value of which has not been declared and for which no declaration of value charge has been levied (cl. 6.3. herein).

- 6.15. In the event that the Customer handed over to the Contractor for delivery a Shipment containing hazardous, prohibited, or restricted items without notifying the Contractor, or in case of systematic (2 or more times) violations by Customers who are online stores of the rules for packaging Shipments, the Customer, in addition to compensating for the losses specified in clause 6.13 of this Regulation, pays the Contractor a fine of 9307 Indian rupees for each Shipment containing items classified as hazardous or prohibited. Here, the Customer shall undertake to pay the indicated fine within 5 banking days from the time of receipt of the relevant payment request from the Contractor.
- 6.16. All the actions and transactions related to issuing delivery waybills, etc. via the Personal Account are the responsibility of the Customer who is the owner of this Personal Account. Information about the identifiers assigned to the Customer (the login and the password) is confidential and cannot be disclosed by the Customer to any third parties. The Customer 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 receipt of funds from the receivers for the Customer's delivered shipments using electronic payments, if no funds are received from the shipment Receive in the Contractor's bank account for any reasons or the bank transactions to transfer funds for the delivered shipments to the Contractor's account are cancelled for any reasons, the Contractor shall not transfer funds to the Customer for the Customer's delivered shipments in this transaction.

If at the time of cancellation of the bank transaction to transfer funds to the Contractor's bank account for the Customer's delivered Shipments the Contractor has transferred funds for the cancelled transaction to the Customer's account, the aforementioned funds shall be deemed to have been transferred in excess. The Contractor shall deduct the amount of excess funds transferred to the Customer from any payments made in favor of the Customer, and if there are insufficient funds to cover the amount of the cancelled transaction, the Contractor shall be entitled to invoice the Customer for return of the funds for the cancelled bank transaction. The Customer undertakes payment of the specified invoice within 3 banking days from the date of its issuance.

- 6.18. The Customer 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. Under no circumstances shall the Contractor be liable for the Customer's failure to comply with export control laws, sanctions, restrictive measures and prohibitions.
- The Customer 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 Customer is responsible for the return of Shipments, including, but not limited to, instances where the Receiver refuses to accept the Shipment, the Receiver refuses to pay taxes, duties, and fees in the destination country, the inability to import the Shipment into the territory of the destination country, and the inability to deliver the Shipment due to lack of communication with the Receiver by the Contractor. In such cases, the Customer shall undertake within 5 banking days from the time of receiving the Contractor's relevant request to make payment of the expenses related to return of unclaimed Shipments, including the cost of the Contractor's services, customs duties, taxes and charges payable upon import of the Shipments into the Shipment country. If the Shipment is returned for the reasons specified in this clause, the Contractor shall notify the Customer of the need for customs clearance of the relevant Shipment. Within 7 calendar days from receiving notification of the return of the Shipment to the Territory, the Customer is obliged to provide the necessary documents for customs clearance and pay the corresponding customs duties. The Customer'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 Customer'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 Customer, 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 Customer. Within 5 banking days from the time of receiving the relevant Contractor's request, the Customer shall undertake to make payment for the expenses incurred.

- 6.19. The Parties have agreed that in the event of total damage to the Shipment, particularly if the Shipment is damaged with the additional service of declaring value and/or organizing Shipment insurance in accordance with this Regulation, and when the Contractor makes the corresponding compensatory payment for this category of Shipments, the Customer transfers the contents of the Shipment to the Contractor for further disposition in accordance with the terms and conditions established by the current legislation.

## **7. Dispute Settlement Procedure**

- 7.1. The Parties shall resolve any disputes as to the conclusion, validity, performance or termination of the Agreement, using the complaint procedure.
- 7.2. The Customer shall be entitled to file a claim against the Contractor in writing within 30 calendar days from the time the Customer transfers to the Contractor Shipments for delivery, while for Shipments that are returned — within 14 calendar days from the time of generating the return waybill (with the exception of return waybills given by the Contractor to the Customer for which the issue deadlines are regulated by cl. 5.6 herein), in the closest pick-up point/Contractor office for the Customer or electronically to the e-mail address [pretenzia@cdek.kz](mailto:pretenzia@cdek.kz).
- 7.3. If there are Customer claims for Shipment damage and/or partial loss of Shipment places, the grounds for filing the claim shall be the Report compiled at the time of shipment delivery in the presence of the Contractor's representative. If the Customer complains about the delivery schedules or loss of Shipment by the Contractor, no Report shall be compiled.
- 7.4. The Contractor's response time for the filed claim shall be set as 10 business days from the time of claim receipt. The deadline for reviewing a claim may be extended by the Contractor in cases where involvement or obtaining information from insurance companies, law enforcement or customs authorities, as well as other parties possessing information capable of influencing the outcome of the Customer's claim, is necessary.
- 7.5. The Parties have agreed that jurisdiction of the disputes between two residents of the Territory shall be determined in accordance with national law. Any dispute, disagreement or claim arising from the Contract entered into between residents of different countries (trans-border contract), including related to its violation, entering into, amendment, termination or invalidity shall be resolved by arbitration at the location of the Contractor per the procedure established by current law of the Contractor's country.

## **8. Independence of Provisions**

- 8.1. The invalidity or impossibility of executing any provision of this Regulation does not affect the validity of other provisions of the Agreement and this Regulation.
- 8.2. The Customer and the Contractor confirm that the terms and conditions of the Regulation shall not prejudice the Customer's statutory rights for any specific services to be rendered by the Contractor (including those for which an additional payment has been made).

## **9. Appendices to Regulation on Fee-Based Courier Services.**

- 9.1. List of appendices named directly in this Regulation on Fee-Based Courier Services.
- 9.1.1. [Appendix A Shipments prohibited for transfer to the courier service for delivery and/or storage](#)
  - 9.1.2. [Appendix B Shipment Packing and Marking Requirements](#)
  - 9.1.3. [Export and sanction control policy.](#)