

General Terms and Conditions for Services

(valid from _____)

1. General information

1.1. These General Terms and Conditions for Services (hereinafter referred to as the Terms and Conditions) shall hereinafter regulate the procedure of rendering services by _____ (hereinafter referred to as the Contractor).

1.2. The Contractor provides services to organise logistics solutions for the delivery of the Client's Shipments (written correspondence, parcels and other documentary and non-documentary contents) to third parties (hereinafter referred to as the Recipients). At the Client's discretion, the Services may include the organisation and implementation by a third party of domestic and/or international delivery, issuance of the Shipment from the warehouse, storage of the Shipments, customs formalities and procedures, acceptance of payment on delivery, notification and identification of the Recipients.

1.3. The Terms and Conditions are a public offer, the acceptance of which is confirmed by an order/delivery note for the Contractor's services. Acceptance shall mean the Client's full and unconditional acceptance of these Terms and Conditions (the public offer).

1.4. Clients shall also have the right to conclude a contract in writing, if necessary. The mandatory appendix to the contract shall be these Terms and Conditions in their current version, posted on the website <https://cdek-az.com/az>, as well as freely available in the Contractor's office.

1.5. The list of services provided by the Contractor and the terms of their provision are specified in Appendix No. 2 to these Terms and Conditions and/or on the Contractor's website.

2. Service fees.

2.1. The Contractor shall provide services at prices that can be calculated on the Contractor's website in the section "Calculate the cost" unless another cost of services is established by the Contract carried out in written form. The service fees indicated on the Contractor's official website, are approximate, are informational/reference in nature and do not effect the offer. The service fees in the calculations on the website are exclusive of customs clearance, duties, export duties, customs fees, taxes and any local duties, fees and taxes, where applicable.

2.2. The total cost of services payable by the Client shall be determined in relation to each particular Shipment, based on the exact value of the physical or volumetric weight of the Shipment at the time of giving the corresponding Shipment to the Contractor to organise the delivery.

2.3. The Contractor calculates the cost of services for delivery of the Shipment, based on the highest value of the physical or volumetric weight. The weight is rounded upward. The volumetric weight is calculated using the formula: **length (cm) x width (cm) x height (cm) / 5000**. The Contractor shall have the right to re-weigh and re-measure the Shipment with special equipment in their office in order to confirm the correctness of the delivery cost calculation based on the data regarding the weight and/or dimensions of the Shipment, indicated by the Client in the application and/or delivery note.

2.4. If the mode of delivery is changed from "to the door" to "to the warehouse" or the type of service is changed at the Client's own initiative after acceptance of the Shipment for delivery, the cost of delivery shall not be subject to downward revision.

3. Timeline of services.

3.1. Deadlines shall be calculated in working days and do not include weekends, holidays, days required for customs clearance, delays associated with compliance with local security requirements and inspection of the contents of the shipment by both the Contractor and the authorities, as well as other events beyond the control of the Contractor.

3.2. The delivery time is calculated from the day following the day of receipt of the Shipment. The day of receipt of the Shipment shall not be taken into account in the calculation of the delivery period, and the parties shall take into account that the delivery period may be increased due to adverse weather conditions, holidays, special events and circumstances, information about which is published in the media.

3.3. If the Client orders the service of additional packing of the Shipment with wooden crates, the delivery time shall be increased by one working day.

3.4. The Contractor hereby reserves the right to change the delivery time in December and to increase it without additional agreement with the Client.

3.5. A change in the delivery time for the reasons set out in Section 3 of these Terms and Conditions does not constitute a delay by the Contractor.

4. Delivery tracking.

The delivery stages can be tracked at CDEK's official website: <https://cdek-az.com/ru#tracking>. Also, if requested by the Client, the Contractor informs the Client about the delivery status of the Shipment.

5. Changing the terms of the order.

5.1. Changing the delivery address of the Shipment is possible at the request of the Client or the Recipient of the Shipment. The shipment may be delivered to a new address of the Recipient other than the address specified when placing the Order, and is subject to additional agreement concerning:

- for deliveries within the same city — the delivery time at the new address;
- for out-of-town deliveries — the time and cost of delivery to the new address.

5.2. Changes in the terms of the order by the Client in terms of the Recipient and/or their contact telephone number are made directly by the Client either through the automated method of interaction with the Contractor (integration, personal account, etc.) or by presenting the original identification document and submitting a corresponding written application to the Contractor's office/order-issuing point.

6. Other terms and conditions.

6.1. In order to ensure the safety of the delivery/transfer process, the Contractor shall be entitled to inspect the contents in order to verify the presence/absence of contents classified as dangerous and/or prohibited for shipment in accordance with the requirements of these Terms and Conditions and/or applicable laws.

6.2. When accepting the Shipment from the Client, the Contractor shall have the right to require the Client/Sender to present for inspection the contents in the relevant Shipment given for delivery/transfer. In such a case, the Client shall be obliged to present the contents in the corresponding Shipment for inspection by the Contractor. In this case, the Client shall open the relevant Shipment themselves in the presence of the Contractor.

6.3. If the Client refuses to present the contents of the Shipment to the Contractor for inspection, the Contractor shall have the right to refuse to arrange the delivery/transfer of this Shipment.

6.4. The Client hereby agrees that the Shipment may be opened and the contents of the Shipment inspected by the Contractor or a legally authorised person at any time during the delivery/transfer of the Shipment, without prior notice to the Client.

6.5. If it is necessary to open and inspect the Shipment after its acceptance in order to organise the delivery/transfer, the above-mentioned actions shall be carried out in the presence of an authorised employee of the Contractor.

6.6. When the Shipment is opened and inspected after it has been accepted for delivery, a Certificate shall be drawn up in the form as proposed by the Contractor, describing the external appearance of the Shipment, the weight of the Shipment and what was found in the contents. In addition, the Certificate shall record the results of the inspection of the contents and the number of the security sticker with which the Shipment is sealed.

6.7. If the contents are found to be dangerous or prohibited for shipping or are not authorised for delivery/transfer in accordance with these Terms and Conditions and applicable laws, the contents in the relevant Shipment shall be returned to the Client. The costs of returning the Shipment to the Client shall be borne by the Client by paying the cost of the service of returning the contents in advance. If any dangerous or prohibited contents cannot be returned to the Client by the Contractor, the Client shall be obliged to pick up the contents from the Contractor's warehouse within three working days upon receipt (via telephone or electronic communication) of the notice from the Contractor. If the Client fails to comply with the deadline for picking up the Shipment, the Contractor shall be relieved of the responsibility for the preservation and return of the Shipment in question to the Client.

6.8. The Client shall provide the Contractor with relevant information regarding the characteristics of the Shipment which may be harmful to the property or personnel of the Contractor or the environment. The Contractor shall have the right to request additional documents from the Client certifying the nature of the delivery of the shipment to be sent (incl. licences, certificates, records).

6.9. The Contractor shall not be obliged to check the accuracy, sufficiency and truthfulness of the information and documents provided by the Client.

6.10. The Client shall ensure free access to the address (place) of receipt/delivery of the Shipment (incl. to a guarded area, with the provision of a proper permit/pass/authorisation, etc.).

6.11. The Client being a legal person who has concluded a one-time service contract by joining the public offer at <https://cdek-az.com/az>, when paying for the Contractor's services in cash at the Contractor's office (at the counter, using payment terminals, etc.) through a representative, shall provide the Contractor with proof of authority to represent the Client by means of appropriate documents. If the Client's representative fails to submit the abovementioned documents, the Contract shall be deemed to have been concluded with the private person named as the sender in the delivery note and payment for the services shall be accepted from the private person.

6.12. The Contractor shall have the right to unilaterally and without acceptance:

1) refuse to provide the service if:

- the Client refuses to provide the Contractor with the information and/or documentation necessary for the proper provision of services, or the Client refuses to have the Shipment opened for inspection by an employee of the Contractor when accepting it for delivery/transfer.

- the Shipment is found to contain the contents that are not supposed to be delivered in accordance with the provisions of these Terms and Conditions and applicable laws, or that require the Contractor's additional approval for delivery, but no approval has been obtained.

- the Client does not have identification and/or authorisation documents (for legal persons);

- the Shipment is in packaging that does not comply with Appendix No. 1 and the Client refuses to have the Shipment packaged additionally;

- the Client chooses the delivery mode to the pick-up point and the dimensions/weight of the Shipment do not fit the dimensions/weight requirements of the pick-up point. If the Shipment has been accepted for delivery, the Contractor shall be entitled to change the delivery mode, deliver to a different pick-up point while notifying the Client thereof.

2) choose any optimal and affordable delivery method and route.

3) modify these Terms and Conditions, the price of the services, the terms of the services and the payment procedure and terms. **The Contractor shall publish relevant changes on the**

Contractor's official website <https://cdek-az.com/az> 10 calendar days before the date of entry into force of such changes. The Client shall confirm that the presence of the changes on the Contractor's official website is sufficient to consider that they originate from the Contractor, have been read and accepted by the Client in a timely manner. The Client undertakes to monitor the above changes independently.

4) If during the organisation of delivery the Contractor discovers non-compliance of the package with the nature of the contents in accordance with the requirements of Appendix No. 1 hereto, the Contractor shall have the right to suspend the delivery of the Shipment until the issue of providing the Shipment with adequate packaging has been resolved with the Client.

6.13. In order for the Contractor to provide the services, the Client shall submit to the Contractor the following personal data: the Client's personal data, the Recipient of Shipments' personal data, their representatives' personal data; the Client shall also guarantee that they have 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. Personal data shall be transferred for a period of three years.

6.14. The Client hereby undertakes to give consent to the use and processing of personal data of the Client's employees/representatives and Recipients of Shipments at the request of the Contractor. In order to avoid disputes with Clients regarding the issue of the Shipment to an authorised person, the Recipient shall fill in the details of their identity document on the delivery note when issuing the Shipment. The Client, when giving the Shipment to the Contractor to arrange delivery, undertakes to notify the Recipient of the need to fill in the passport data in the delivery note.

6.15. The Client's note regarding the order shall be considered for information purposes only (with the exception of orders placed by Clients of online shops with the additional service "Prohibit Opening and Inspection of Contents"), cannot be the basis for the provision of any additional services by the Contractor to the Client and shall not serve as a basis for the Contractor to be held liable for non-performance.

7. Procedure for accepting Shipments

7.1. Delivery services for the Shipments shall be provided subject to the Client issuing the appropriate delivery note and applying a barcode label to each shipment piece. Upon acceptance of the Shipment for delivery, one copy of the filled-in delivery note shall be given to the Client and the second copy shall be kept by the Contractor.

7.2. The delivery note shall be signed by the Client and the Contractor's representative. By signing the delivery note, the Client shall confirm the correctness of the contact details (address, telephone number, full name and sender's/recipient's full name) and information about the shipment: name, weight, dimensions, description, cash on delivery amount, declared value. A representative of the Contractor shall, by signing the delivery note, acknowledge receipt of the Shipment.

7.3. If the Contractor's packing materials are used, which have a unique number, the Sender shall enter it in the "package number" box on the delivery note.

7.4. Shipments shall be accepted by the Contractor according to the number of items, without checking or counting the contents. The Contractor shall not accept delivery of Shipments with recalculation of the inner contents unless otherwise agreed in writing by the parties.

7.5. The Client must fill in the accompanying documents themselves if they are required (inventory, invoices, accompanying documents for customs clearance, etc.).

7.6. 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 Organization)

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 prohibited items to be given to the Contractor to arrange for delivery and/or storage.

7.7. The Client undertakes to ensure that the Shipment is packed in accordance with Appendix No. 1 to these Terms and Conditions. If the package of the Shipment is missing or does not conform with the requirements, the Contractor may offer the Client additional packaging for a fee. If the Client refuses the additional packaging, the Contractor shall refuse to accept the Shipment in packaging that does not comply with Appendix No. 1.

8. *Additional terms and conditions applicable to certain types of Clients:*

8.1. Items from private persons shall be accepted on the basis of an original identity document presented by the private person, in accordance with the legislation of the state where the item is accepted. A private person shall enter the details of their identity document in the delivery note and shall sign it.

8.2. The acceptance of shipments from legal persons shall be carried out on the basis of documents proving the authorisation of the private person (representative of the legal person) and the original identity document of the representative, in accordance with the legislation of the state where the Shipment is accepted. The acceptance of shipments from legal persons shall only take place after the details of the identity document and authorisation document have been entered in the delivery note, the representative's signature has been affixed, and a scanned copy of the authorisation document has been made.

8.3. The Client that is a legal person shall assume the obligation to notify the Contractor immediately of the cancellation of the representative's authorisation (on the day following the event). Notification shall be made by submitting a written application at the Contractor's office. If the Client fails to notify or fails to notify in a timely manner, the Client shall bear the risk of adverse consequences.

8.4. The acceptance of Shipments from online shops shall be made on the basis of a handover of documents with information regarding the shipments to be accepted. If a 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 Certificate, in which they shall state the numbers of the Shipments in question. If necessary, the Client shall indicate the required additional services and facilities on the delivery note to the order.

8.5. The online shop may declare the cost of the Shipment and pay a surcharge when preparing the Shipment for delivery.

9. *Additional conditions when organising international delivery, cross-border provision of services.*

9.1. International delivery services for Shipments (except intra-EU shipments) include customs support services. The Client hereby agrees that the Contractor may engage third parties to carry out services, including customs clearance services.

9.2. The Client 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 countries. The Client shall not give to the Contractor for delivery any Shipments prohibited for import/export from/to the sending and receiving countries.

9.3. The Client shall inform the Recipient of the Shipment of the need to submit the required documents and pay the costs of customs clearance in case of international delivery of the Shipment. If the Recipient refuses to pay the customs clearance costs, such costs shall be borne by the Client.

9.4. By placing the order, the Client instructs the Contractor to arrange the customs clearance procedure by a customs representative on behalf of the Client. The Client also agrees that the Contractor may act as nominal recipient for the sole purpose of appointing a customs representative to carry out customs clearance. A customs representative shall carry out customs support services on behalf of the Client, acting in the interests of the Client.

9.5. If the customs authorities require additional documents in order to confirm the information declared in the customs declarations for import/export of Shipments or the Contractor's right to organise the customs clearance procedure, the Client shall provide the required documents at their own expense.

9.6. The Client undertakes to provide full and truthful information regarding the export and import of the Shipments. The Client is notified that in the event of providing false or misleading information regarding the Shipment or its contents, a civil claim may be brought against the Client and/or the Client may be held administratively or criminally liable. The Client 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.

9.7. Any customs duties, taxes that the customs representative may incur as a result of the actions of customs or other public authorities, or due to the Client's failure to provide the correct list of documents, and/or to obtain the necessary licence or permit, shall be invoiced to the Client. Storage and other costs that the Contractor may incur as a result of the actions of customs or other public authorities, or due to the Client's inability to provide the necessary information, the correct list of documents, and/or to obtain the necessary licence or permit, shall be borne by the Client. The Client 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 Recipient and the Recipient refuses to pay the customs duties and charges. In the cases referred to in this clause, the Client shall carry out their own payments of fees, taxes and expenses.

10. Procedure for the delivery of shipments.

10.1. The shipment shall be delivered to the Contractor's pick-up point (hereinafter referred to as "to the warehouse") or to the Recipient's address indicated in the delivery note by the Client (hereinafter referred to as "to the door").

10.2. When the Shipment is delivered "to the door":

- the Shipment shall be delivered to the private person named as the Recipient in the delivery note. It is permitted to give the Shipment to another person at the delivery address upon presentation by the latter of the original identity document of the Recipient named in the delivery note and the person who actually received the Shipment. The details of the Recipient's identity document and the identity of the person accepting the Shipment at the delivery address shall be given in the delivery note.

- the delivery of the Shipment to the legal person who is the Recipient shall be made to any employee or representative of the legal person. The fact that the Client has specified a contact person representing the company does not imply the Contractor's responsibility to hand over the Shipment to the specified contact person only. 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 delivery note 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.

10.3. When the Shipment is delivered "to the warehouse":

- the Shipment shall be delivered strictly to the private person named as the Recipient in the delivery note, upon presentation of an identity document, with the Recipient indicating the details of the identity document in the delivery note and affixing their signature.

- the Shipment to be delivered to the Recipient being a legal person, shall be handed over to any

employee or representative of the legal person who produces authorisation documents and an identity document, with the Recipient indicating the details of the identity document in the delivery note and affixing their signature.

10.4. When arranging any mode of delivery to natural persons and legal persons, the Contractor shall be entitled, in addition to the above specified information, to carry out the identification of the Recipient by a telephone call to the telephone number of the Recipient indicated in the delivery note.

10.5. The shipment is not delivered to PO Box addresses or addresses containing only postal codes.

10.6. Delivery to public state and municipal organisations (authorities of all branches and levels, including law enforcement, tax, judicial, licensing and military organisations) shall be made by the Contractor without guarantee of a delivery report in accordance with the procedure in force in those organisations (in offices, in particular, items are received without an employee's signature or by placing the item in the mailbox at the entrance).

10.7. The Contractor shall notify the Recipients of the Shipments with the delivery mode "to the warehouse" on the day the Shipment arrives at the warehouse and is ready for delivery. Notifications shall be sent via messenger or SMS. The Client is also entitled to track the receipt of the shipment on the Contractor's website <https://cdek-az.com/ru#tracking>.

10.8. When the shipments are delivered, the Recipient shall make a record of the following:

- details of the identity document of the addressee or their authorised representative (surname, first name, patronymic (if applicable), series and number of the document);
- details of the power of attorney or other document certifying the representative's authority (if an authorised representative is acting on behalf of the addressee).

10.9. The aforementioned data shall be recorded by the Recipient by entering it into the standard forms (accepted forms) of delivery notes 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 the receipt/delivery/giving 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 Recipient (their authorised representative) or by another method specified by the Contractor, which provides reliable confirmation of the fact of delivery of the Shipment.

- in case of additional identification of the Recipient using the verification code sent by SMS to the mobile number of the Recipient indicated in the delivery note, the verification code specified by the Recipient shall be recorded in the delivery note.

10.10. Upon delivery of the Shipment from the Client which is an online shop, the Recipient 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 delivery note. In the event of packaging irregularities, the Recipient shall be entitled, at the time of delivery, to have an employee of the Contractor participate in the inspection of the contents and draw up a bilateral certificate in the form prescribed by the Contractor.

10.11. If the Shipment is delivered under the conditions when the Recipient shall pay and the latter refuses to pay, the Client shall pay for the delivery of that Shipment.

10.12. The Client shall undertake to inform the Contractor by telephone, electronic or facsimile communication about the cancellation of the service at least **three hours before** the scheduled time of receipt/delivery of the Shipment.

11. Storage and return of Shipments

11.1. If the Shipment cannot be delivered to the Recipient, **the Contractor shall organise the storage of the Shipment at a storage facility of third parties for seven calendar days free of charge.** Following these seven calendar days, starting from the 8th day, the storage of the Shipments shall be for an additional fee, which shall be reimbursed by the Client to the Contractor unless otherwise provided for in the Contract. The cost of storage services depends on the size of the Shipment and shall be charged per calendar day.

11.2. If the Shipment is not claimed within one calendar month, the Shipment shall be returned to the Client after the Recipient has been notified again of the need to receive it. The Client shall pay the Contractor for the costs incurred in connection with the forwarding, storage, disposal, return of the Shipment and redeliveries.

11.3. Upon agreement with the Contractor, the Client may renounce in writing the return of the Shipment and its ownership. In this case, the Client shall be exempt from reimbursing the Contractor for the costs of storing and returning the Shipment to the Client.

11.4. The cost of **CDEK-Express** service includes storage of the Shipment in a temporary storage warehouse at the customs point for three calendar days. Shipments which have not been transferred for customs clearance for the purposes of movement across the customs border shall be stored in warehouses in accordance with the terms of these Terms and Conditions.

11.5. The Shipments of Clients that are online shops are subject to returns in the following cases: such Shipments have been refused by the Recipient, their storage period has expired (the free storage period is 7 calendar days unless otherwise provided for in the Contract), or partial delivery (partial refund) has been made. Return of Shipments and related costs shall be carried out at the Client's expense.

11.6. The frequency of generating the list of Shipments to be returned to the Client shall be agreed between the Contractor and the Client.

11.7. A list of the relevant Shipments to be returned to the Client shall be sent to the Client at the email address specified in the Contract in accordance with the prescribed frequency intervals. The list of Shipments to be returned to the Client shall include Shipments on delivery notes whose final status has been marked by the Contractor, such as: not delivered; returned; delivered: partial delivery, as well as shipments for which the storage period has expired. The Client shall have the right to extend the storage period of the Shipment at its location address within the period specified in the Contract, with the obligation to pay for the extended storage period.

11.8. In order for Shipments to be returned to the Client, the Contractor shall issue a relevant delivery note for the Shipment or a consolidated batch of shipments. Returns shall be made based on the specified delivery note with the order list attached. Returns shall be made by the Contractor in one of the following ways and in the following order:

- by delivering the Shipment/consolidated batch of Shipments to the Client's location address. In this case the Client shall be obliged, within two working 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 note. In the event of a discrepancy, the Client shall promptly notify the Contractor of the discrepancy by drawing up a Certificate of Discrepancies. The Certificate of Discrepancies shall be drawn up by the Client in a committee of at least three persons. The Client shall undertake to ensure that the acceptance process is video recorded. Acceptance of Shipments shall be carried out by the Client. The Client shall

notify the Contractor in writing, attaching the above Certificate of Discrepancies, no later than two working days following the receipt of the Shipment/consolidated batch of Shipments. The two-day period stipulated in this clause for the purpose of quantity acceptance of the Shipments and for the lodging of a claim by the Contractor shall be preclusive. At the request of the Contractor, the Client shall be obliged to provide a video recording of the discrepancies in quantity and/or quality of the Shipments. Claims by the Client submitted after two working days from the receipt of the consolidated batch of Shipments shall not be considered and shall not be accepted by the Contractor.

- by delivering the Shipment/the respective batch of the Shipments to the Contractor's location address. 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 Client with the signing of the relevant delivery note.

11.9. The calculated weight of the delivery note is the sum of the calculated weights of the orders returned according to that delivery note.

11.10. If the order has been partly delivered, the estimated weight for return is the full original weight of the order.

12. Liability of the Parties

12.1. Liability of the Contractor:

12.1.1. The Contractor shall be fined for the late transfer of funds to the Client for the goods sold by the Client to the Recipient 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.

12.1.2. The Contractor shall be liable for a delay in the delivery of the Shipment in the amount of three per cent (3%) of the value of the delivery service of the relevant Shipment for each working day of delay, but not more than the total value of the Shipment delivery service according to the relevant delivery note.

12.1.3. The amount of the Contractor's liability for the Shipment for which the value has not been declared and for which no declaration of 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 caused, but not more than **90 Manat**. If the documents enclosed in the Shipment are documents without a declared value, the amount of the additional compensation is **15 Manat**.
- In case of partial damage (harm) or loss of part of the 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 **10%**. If the contents consist of documents, the additional compensation is **10%**.

The amount of the Contractor's liability for the Shipment for which the value has been declared and for which the declared value charge has been levied:

- In case of complete damage (harm) or total loss of the Shipment — in the amount of the value of the contents contained in the relevant Shipment, but not more than the declared value specified in the delivery note and the cost of the delivery services for the relevant Shipment.
- In case of loss (shortage) of a part of the Shipment or partial damage thereto — in the amount of the Contractor's share of the service fee for the delivery of the entire Shipment in proportion to the share of the chargeable weight of the damaged/lost object in the total chargeable weight of the entire Shipment and in the amount of the missing object or the decreased value of the damaged object, but not more than the declared value specified in the delivery note.

12.1.4. The Contractor shall not indemnify the Client for any loss of profit or any other consequential loss. The Client hereby undertakes to ensure that the Shipment is packed in accordance with the Contractor's

Requirements as set out in Appendix No. 1. If the Client, being an online shop, fails to comply with these packaging requirements, the Contractor shall be released from liability for damage to the contents and the money paid by the Client for the "Declaration of Value"/"Insurance" service shall not be refunded to the Client.

12.1.5. In the event that the Client, being an online shop, fails to specify the declared value, understates the declared value, or changes the declared value in the course of delivery following delivery to the Contractor, the Contractor shall be liable in the amount specified by the Client.

12.1.6. If the Client provides inaccurate/incomplete information regarding to the contents, the conditions of delivery, handling, packaging and storage of the contents in the delivery note or if the contents are confiscated by public authorities, the Contractor shall not be liable for possible delay in delivery and/or for damages.

12.1.7. The Contractor shall not be liable for any losses resulting from fraudulent acts of the Client, the Recipient or third parties who are not employees of the Contractor.

12.1.8. If the Shipment cannot be located by the Contractor within 14 working days from the date of expiry of the stipulated time limits for delivery to the Recipient, the Shipment shall be deemed to have been lost.

12.1.9. The Contractor shall not be liable for any damage, loss or delay in carrying out the obligations undertaken under the Contract and these Terms and Conditions if they are caused by circumstances beyond the Contractor's control. These circumstances include, but are not limited to:

- natural disasters, i.e., 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 nature of the Shipment even if the Client has notified the Contractor about them at the moment of issuing the delivery note;
- any acts or omissions of persons who are not employees or contractors of the Contractor, namely: Client, Recipient, third party (including carrier), officials;
- giving the Contractor for delivery a Shipment that is dangerous/forbidden to be delivered (forwarded).
- negative effects of electric or magnetic fields on or erasure of electronic or photographic images, data or records;
- the Client's failure to comply with the terms and conditions set out in these Terms and Conditions;
- the shipment has been accepted and delivered in accordance with all the conditions and there is no external damage to its packaging and seals;
- the Shipment's deterioration due to failure to comply with a certain temperature regime, normative leakage, loss of weight, volume or normative wear and tear, self-ignition, fermentation, putrefaction, ageing, shrinkage, corrosion and other natural properties of the contents in the Shipment;
- the loss or damage of the Shipment (part of the contents) is discovered after the Recipient has received the Shipment;
- when the date/address of receipt of the Shipment is changed at the initiative of the Client/Recipient;
- the damage caused to the Client is not related to the fulfilment of the Shipment delivery obligation (inadequate quality of the contents, size, range of contents, etc.).

12.2. Responsibility of the Client:

12.2.1. The Client shall pay or reimburse the Contractor for all the fees for the delivery of the Shipment and its storage, or the costs incurred by the Contractor on behalf of the Client, as well as reimburse all claims, losses, fines, customs duties and fees and other charges in the event of breach of these Terms and Conditions by the Client.

12.2.2. If the value of the Shipment has been declared, in order to establish and confirm the real value of

the damage caused to the Shipment during delivery, the Client shall be obliged to provide the Contractor with documents confirming the real value of the Shipment and the Client's ownership of the Shipment. In the event of damage to the Shipment, the Client shall additionally submit an expert opinion and/or documents confirming the cost of repair.

12.2.3. If the Client gives to the Contractor for delivery a Shipment, the contents of which are dangerous, prohibited or restricted for transportation without informing the Contractor about it, the Client shall pay the Contractor a **fine of USD 30** for each Shipment, the contents of which are classified as dangerous or prohibited, in addition to compensation for damages. The Client hereby undertakes to pay the penalty within five banking days of receipt of the payment request from the Contractor.

12.2.4. When rendering services for arranging the receipt of funds from the Recipients for the delivered Client's Shipments via electronic means of payment, in case no money is received from the Recipient of the Shipment to the bank account of the Contractor for any reason, or the bank transaction for transferring money for the delivered Shipments to the Contractor's account is cancelled for any reason, the Contractor shall not transfer money to the Client for the delivered Client's Shipments within the scope of such a transaction.

12.2.5. In the event that at the time of cancelling the bank transaction to transfer the funds to the bank account of the Contractor for the Client's Shipments delivered, the Contractor has transferred the funds for the cancelled operation to the Client's account, the aforementioned funds shall be deemed to have been transferred in excess. The Contractor shall deduct the amount of funds transferred to the Client in excess from any payments made in favour of the Client, and if there are insufficient funds to cover the amount of the cancelled bank transaction, the Contractor shall have the right to invoice the Client for the refund of the funds for the cancelled bank transaction. The Client hereby undertakes to pay the aforementioned invoice within three (3) banking days of its issuance.

12.2.6. The Client 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. In no event shall the Contractor be liable for the Client's failure to comply with export control laws, sanctions, restrictive measures and prohibitions.

12.2.7. The Client 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 private and legal persons; 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.

12.2.8. The Client shall be liable for the return of Shipments, including, but not limited to, due to such reasons as the Recipient's refusal to accept the Shipment, the Recipient's refusal to pay taxes, duties and charges in the destination country, the impossibility to import the Shipment to the destination country, the impossibility to deliver the Shipment due to the Recipient's lack of communication with the Contractor. In such cases the Client undertakes to pay the costs related to the return of the unclaimed Shipment, including the service costs of the Contractor, customs duties, taxes and charges payable upon import of the Shipment into the country of the Shipment, within five banking days of the receipt of the Contractor's respective claim. If the Shipment is returned for reasons specified in this clause, the Contractor shall notify the Client of the need to for customs clearance of the relevant Shipment. Within seven calendar days of receiving notification of the return of the Shipment, the Client shall submit the documents required for customs clearance and pay the relevant customs charges. The Client'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 Client'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 Client, 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 Client. The Client hereby undertakes to pay the costs incurred within five banking days after receiving the relevant request from the Contractor.

12.2.9. When providing the service of accepting and/or organising the acceptance of non-cash funds from recipients for the delivered Client's Shipments using bank cards, in the event that the bank transaction is refused/contested upon the initiative of the bank card holder, payment system and/or bank, the Contractor shall have the right not to settle the cancelled bank operation/transaction with the Client.

12.2.10. In the event that the amount of the cancelled bank operation/transaction on the respective invoice is withheld from the Contractor by the bank, the Client shall undertake to reimburse the Contractor for the aforementioned amount. The Contractor shall be entitled to deduct the amount of the cancelled operation/transaction from any payments made to the Client and, if such payments are insufficient to cover the transaction amount, the Contractor shall be entitled to invoice the Client for the missing transaction amount.

12.2.11. The Client hereby undertakes to pay the aforementioned invoice within three (3) banking days of its issuance.

12.2.12. The Contractor hereby reserves the right to account for incoming payments for certificate/invoice statements from an earlier billing date, irrespective of the purpose of the payment as stated in the billing document.

13. Dispute settlement procedure

13.1. All disputes arising from the conclusion, validity, performance and termination of the Contract shall be settled by the Parties in accordance with the claim procedure.

The Client has the right to file a complaint in writing to the Contractor within 30 calendar days from the moment the Client gave the Shipment to the Contractor for delivery or, in case of Shipments which are returns, from the moment the return delivery note is issued, in the Contractor's office nearest to the Client or electronically to az.bak3@cdek.ru.

13.2. In the event of claims by the Client regarding damage to the Shipment and/or partial loss of any items of the Shipment, the basis for the claim shall be the Certificate drawn up at the time of delivery of the Shipment in the presence of a representative of the Contractor. If the Client complains about the delivery time or the loss of the Shipment by the Contractor, no Certificate shall be drawn up.

13.3. The Contractor shall respond to the complaint within 10 working days after receiving the complaint. The claim processing time may be extended by the Contractor in cases where it is necessary to obtain information from insurance companies, law enforcement or customs authorities, or other persons who have information that may affect the outcome of the Client's claim.

13.4. The parties have hereby agreed that the jurisdiction of disputes between two residents of Azerbaijan shall be determined in accordance with the national law.

13.5. Any dispute, controversy or claim arising out of the Contract concluded between residents of different countries (cross-border agreement), including relating to its breach, conclusion, amendment, termination or invalidity, shall be settled by arbitration administered by the Russian Arbitration Centre at the Autonomous Noncommercial Organisation "Russian Institute of Modern Arbitration" in accordance with the provisions of the Terms and Conditions of Arbitration.

The parties hereby agree to an expedited arbitration in accordance with Chapter 7 of the Arbitration Terms

and Conditions if the value of the claim is less than five hundred thousand (500,000) US dollars for the purpose of international commercial arbitration.

The parties hereby agree that there shall be no oral hearings under the expedited arbitration procedure. The parties undertake to carry out the award voluntarily.

14. Independence of provisions

14.1. The invalidity or unenforceability of any provision of these Terms and Conditions shall not affect the validity of the other provisions of these Terms and Conditions.

14.2. The Client and Contractor hereby confirm that these Terms and Conditions do not prejudice the Client's statutory rights in relation to any specific services provided by the Contractor (including those for which an additional payment has been made).

15. Glossary

The “**Client**” means the person paying for a service.

The “**Recipient**” means the end recipient of the Shipment

The “**Online shop**” means the legal or private person selling goods or services remotely through a website or mobile application, accepting purchase orders, offering the customer a choice of payment options and methods of receiving the goods/services and receiving money for the goods/services.

The “**Shipment**” means addressed written correspondence, parcels and other contents of a documentary or non-documentary nature, accepted in individual transport packages and delivered under one delivery note.

The “**Delivery Note**” means a document prepared for each Shipment containing information of the name, address and contact telephone numbers of the Sender and Recipient, the nature and properties of the Shipment, the dates of sending and receiving the Shipment, information on additional services and payment procedure, unique number and barcode.

The “**Barcode**” means graphical information on the package or package label of the Shipment allowing it to be read by technical devices, a sequence of black and white stripes or other geometric shapes.

The “**Cash on delivery**” means funds for goods and/or services of the Client or persons represented by the Client, accepted by the Contractor from the Recipient on behalf of the Client, and then sent to the Client. The amount of the cash on delivery shall be determined by the Client.