

Service Agreement

On the one hand, LTD "Space Cargo" hereinafter referred to as the "Company" and on the other hand, the customer of the "Space Cargo" website, hereinafter referred to as "the Customer", agrees to the following terms and conditions upon receipt of the relevant services:

Article 1. Subject matter and substantial conditions

- 1.1. In accordance with the terms of this agreement, by expressing their desire to use the services of "Space Cargo", the customer fully agrees to each of the terms of agreement, as soon as the consent is fixed. Terms of service are public.
- 1.2. "Space Cargo" service includes a wide range of services, which includes domestic land transportation (Georgia, Armenia, Kazakhstan, Uzbekistan, Turkmenistan, Azerbaijan and others), air and sea transportation (import / export), worldwide consolidation, freight service, warehousing, door-to-door service, repackaging, customs formalities.

Article 2. Registration by the customer on the site

- 2.1 . "Space Cargo" customer manages his account by registering on the site via the customer's e-mail and password. The customer is responsible for the management of his account and the correctness of the settings.

Article 3. Rights and obligations of the parties

- 3.1 The customer is obliged to :

- 3.1.1 At the request of the company, provide him with relevant information about the cargo in a timely manner, as well as give the instructions necessary for concluding the shipping documents, provide the necessary information for customs and other actions. In addition, the customer, if necessary, must provide the company with the necessary documents to confirm the veracity of this information.

- 3.1.2 In the presence of hazardous cargo, the customer is obliged to warn the company about the exact type of hazard and, if necessary, indicate to him the safety measures. Hazardous cargo of which the Company was unaware, may be unloaded, destroyed or defused at any time and in any place without the obligation to pay damages.

- 3.1.3. The customer is obliged, if required by type of cargo, to pack it in accordance with the shipping requirements.

- 3.1.4. The customer is obliged to check the contents of the parcel before receiving the parcel. Once the customer leaves the company after the delivery of the parcel, the company will not be liable for any possible damage or loss of the products in the parcel.

3.2 Customers are forbidden from sending the following products:

3.2.1. Highly flammable goods such as (paints and alcohol-containing substances) "spray", type of pumped cylinder, any substance.

3.2.2 Weapons: gas, pneumatic and hunting smoothbore firearms, electroshock devices, dirks, stilettos, landing knife.

3.2.3 Drug-containing products.

3.2.4. Coins or banknotes of any country.

3.2.5. Paintball rifles and their accessories.

3.2.6. Toxic substances: Poison and poisonous substances. For example, nicotine, antifreeze, brake fluid, mercury and more.

3.2.7. Seeds of plants (more than 25 grams), plants.

3.2.8. Alcoholic beverages.

3.2.9. Tobacco and tobacco industrial substitutes.

3.2.10. Pharmaceutical products.

3.2.11. Antique items.

3.2.12. Batteries, PowerBank.

3.2.13. A substance containing any powder.

3.2.14. Other items, the importation or circulation of which is prohibited by the legislation of Georgia or China.

3.2.15. If the customer sends prohibited product irrespective of this contract or the legislation of Georgia, the company is entitled to destroy them, in the case when the parcels are not demanded back in two weeks time.

3.3 The customer has the right to:

3.3.1 Do insurance for all types of risks by applying to insurance companies. In this case, the customer is obliged to submit the insurance policy to the company no later than two days before the start date of the shipment. The term of insurance specified in the insurance policy must cover the full period of transportation of this cargo. The customer undertakes not to submit any claim to the forwarding company in the event of an insured situation.

3.3.2. Obtain the necessary formalities with the transport application during performing of the cargo, at the place of their loading and / or receipt, transit procedures, loading / unloading works;

3.3.3. Receive information about all the conditions that arise and negatively affect or will affect the safety of the cargo, its timely delivery.

Article 4. Shipping time, rounding of parcel weight

- 4.1 The average delivery time of parcels is 10-15 working days (in case of international air transportation, the delivery time is determined according to the flights).
- 4.2. The weight of the parcels are rounded to the nearest 100 g;
- 4.3. The price is set only on the actual weight on individuals and not on the volume. (Unless the volumetric weight is 1.5 times upper to the actual weight).
- 4.4. The product is allowed to be stored in the warehouse located in Georgia, within 30 days from package arrival. After 30 days After the expiration of the storage period, the cargo will be charged a storage fee daily - 0.5 GEL per kilogram, but not less than 0.5 GEL per day.
- 4.5. The company notifies the customer about the obligation determined in paragraph 4.4 via SMS and sets a deadline of 30 days for removing cargo from the warehouse. If the customer does not provide to remove the cargo from the warehouse in 30 days, the company is entitled to destroy or alienate the cargo, irrespective of the customer's allowance.
- 4.6. In case of an alienation of the item, the company will reimburse the expenses of the alienation, storage costs and storage fee from the retrievable funds. The remaining amount will be returned to the customer upon request.

Article 5. Sending messages by the company

- 5.1. The company provides the customer with the information about the parcel by sending a message to the mobile number that is indicated on the site or by the e-mail specified during registration.
- 5.2. The means of providing information is determined by the customer.

Article 6. Limitation of Liability

- 6.1 "Space Cargo" is not an internet sales site, therefore does not control the products purchased by the customer on these sites and is not responsible for the legality, safety, quality and compliance with their terms and conditions.
- 6.2 The company is not responsible for:
 - 6.2.1 The company is not liable if the quality of the cargo has changed due to natural causes, such as shipment of cargo, natural loss rate (drying, ventilation, evaporation, etc.), or changes due to net weight;
 - 6.2.2 The company is not liable to the customer for damage to the cargo if the cargo is delivered with improper packaging (or without packaging);

6.2.3 If the customer has received the cargo in the presence of the company and has not checked the condition of the cargo, the cargo, with existing internal (invisible) damage, will be considered delivered by the customer.

6.2.4 Damage, loss or destruction of the item during shipment, if such damage is caused by an unlawful act committed by a third party;

6.2.5 The company is not liable for damage caused by illegal actions of state bodies, state officials and / or public servants, which is related to the performance of their official duties.

6.2.6 The damage caused by reckless negligence of injured party or customer which is in causal connection with consequences.

6.2.7 Damage incurred by the Customer by providing incorrect data to the Company about the cargo, as well as by providing any incorrect information about the circumstances that are essential for the proper performance of the Service by the company or if the Customer did not provide the company with changed circumstances. The company is also released from liability for damage caused as a result of inaccuracy or insufficiency of data and information provided by the customer to the company.

6.2.8 If during the shipment process a decree or any other document will be adopted by the government authorities, official representation of any country, which will completely or partially change the terms of shipment and increase the delivery time or make it impossible at all.

6.2.9 Damage caused by improper packaging and / or sending them in a damaged condition, as well as improper placement of the cargo and / or fastening;

6.2.10 Claim for damages that could have been avoided by the Customer but he did not take all possible and appropriate measures to reduce or mitigate the risk in time or at all, or if he took deliberate action to increase the amount of the loss.

6.2.11 If the damage is caused by the carriage of another cargo with the cargo, which is known to the customer and / or the carrier, but is not known to the forwarder.

6.2.12 If the cargo was delivered to the forwarder by the customer without observing the conditions stipulated in the contract and due to this the transported item was damaged.

6.2.13 Damage caused to the customer in case of overdue cargo transportation in the form of unearned income or due to urgent necessity.

6.2.14 In case of exceeding the term of cargo transportation, any damage caused to the customer, about which it is impossible for the forwarder to have known and / or informed.

6.2.15 For any damage that occurred 30 days after delivery of the item.

Article 7. Terms and conditions of payment

7.1. The shipping cost is calculated from the total weight of the parcels. The price to be paid per kg is given in the customer's office, at the exchange rate of JSC "Bank of Georgia" available for the day of invoice generation in GEL.

7.2. Payment must be made only by the payment methods indicated on the spacecargo.ge website.

7.3. Customers can calculate the shipping cost of each cargo through the calculator on the spacecargo.ge website.

7.4. If there is a debt on the customer's account, a separate parcel will not be received until the debt is fully repaid.

Article 8. Courier service

8.1. Courier service is provided by the customer at the place of delivery, upon request on the site.

8.2 Courier service on spacecargo.ge is paid. Prices for courier services are posted on the website, in the news section.

8.3. The change of the customer's address on the website is possible only before receiving the message in the Tbilisi warehouse.

8.4. To receive the parcel, the customer needs to have an ID card or passport.

8.5. The parcel can be transferred to a third party if:

8.5.1 He may present a power of attorney issued and duly certified by the addressee of the parcel, if possible a copy of his ID card or passport, as well as the ID card or passport of the consignee.

8.5.2 The recipient of the parcel will notify us in advance of permission to transfer the parcel to a third party via Facebook Messenger or e-mail.

8.6. Before arriving at the address, the courier will contact you at the specified contact number. If no one answers the contact number or another number will be specified, in addition, if the person delivering the parcel is not found at the specified address, the parcel will be returned to the office and it will be possible to take it back to the office or request courier service.

Article 9. Parcel Packaging Service

9.1 Packaging service is available in special cases, only at the request of the customer.

9.2. The size reduction service involves reducing the emptiness of the parcel as much as possible at the expense of sorting and folding the mailbox.

9.3. There is not combined several products into one or more product boxes.

9.4. There is no opening of the factory boxes of the products in the parcel and thus there is no reduction, nor there is any reduction in the size of the parcel at the expense of removing the insulation and safety material placed in it.

9.5. There is no reduction of gift parcels or reduction of fragile goods and electrical equipment parcels for safety reasons.

9.6. When the box is reduced, the product is not pressed, folded or wind up, etc.

Article 10. Customs clearance

10.1. Entering goods (indicating the name of the product sender, commodity code and price) on the website of spacecargo.ge is mandatory. The responsibility for the accuracy of the information obliges entirely with the customer. In case of providing inaccurate information, the parcel may be delayed by the customs for an indefinite period.

10.2. In case of commercial cargo, customs clearance procedures and formalities are provided by the company.

10.3. In the event that the Customs Service or the Ministry of Finance imposes a penalty on a company for total or partial non-compliance by the customer with the terms of service (e.g. incomplete or inaccurate declaration of products), the company reserves the right to charge the customer a penalty.

Article 11. Force majeure (irresistible force)

12.1. The Company shall be released from liability in case of force majeure for full or partial non-fulfillment of its obligations, during which it is impossible to fulfill the obligations under the contract.

12.2. Irresistible force refers to circumstances which did not exist at the time of the conclusion of the contract and its occurrence, impact could not be avoided and overcome by the parties.

12.3. Circumstances of insurmountable force include natural disasters (floods, earthquakes, fires, etc.), explosions (including terrorist or sabotage acts), hostilities (including civil unrest and strikes), acts of the government that substantially impede the fulfillment of the obligations assumed by the parties, etc.

12.4. In the event of force majeure, the Company shall not be liable for any failure or delay, when such delays are caused by actions beyond its reasonable capacity, including natural disasters or consequences resulting from the actions of third parties.

12.5. If a company receives the same or similar order from several customers at the same time and is encumbered its duties properly, due to force majeure circumstances, the company decides at its own discretion which order to fulfill and in what volume.

Article 12. The origin of dispute and procedure for resolving it

13.1. Disputes arising between the parties may be settled by joint negotiation of both parties.

13.2. In case the parties are unable to resolve dispute on the basis of negotiations, then any dispute between the parties will be considered by common courts of Georgia.

Article 13. Rules for resolving disputes over air freight

13.1. In the event of carriage of goods by airline, any dispute between the Parties concerning damage, destruction, loss and / or delay in delivery of cargo shall be settled in accordance with the rules laid down in this Chapter.

13.2. From the moment of notification of damage, destruction, loss and / or delay in delivery, at the request of the customer, the company is obliged to apply to the carrier airlines for compensation for damage caused by damage, destruction, loss and / or delay in delivery or delivery to the customer.

13.3. The Customer is obliged to provide the Company in full and upon request with any information and documents required by the Company to fulfill the obligation set forth in Section 13.2. In case of non-fulfillment of the aforementioned obligation, the company is not obliged to compensate the customer for the damage caused by the damage, destruction, loss and / or delay in delivery.

13.4. The Company is not obligated to indemnify the Customer for damages prior to the decision of the Airlines, in the event of a negative response from the Airlines or if the Customer does not request an application to the Airlines.

Article 14. Privacy

14.1 The Company and the Customer agree as follows: The privacy of information will be strictly protected and will not be disclosed directly or indirectly to third parties, except as provided by this Agreement and law. The conditions of privacy of personal data are provided by data protection policy.

Article 15. Transitional Provisions

15.1. Each Party shall comply with terms of this Agreement in accordance with principles of mutual goodwill and good faith.

15.2. The invalidity of a separate clause of the agreement does not lead to invalidity of rest of clause of the agreement.

15.3. The Company's personal data policy describes in detail how the customer collects and stores personal / confidential information.

15.4. The terms of this agreement and personal data policy constitute entire agreement between the Company and the Customer. Other express or implied terms are not part of this Agreement.

15.5. In the event of a conflict between terms of this Agreement and other terms and conditions set forth on the Website, terms of this Agreement shall be prevail.

15.6. By registering on the Website and using the Company Services, the customer acknowledges that it fully agrees to each of the terms set forth in this Agreement.

15.7. The company reserves the right to change the terms of service at any time without the prior consent of the customer.