

Camex International LTD provides air shipping of packages from different destinations worldwide. Any physical and/or legal person having passed registration at the company's may enjoy its services. Registration is free and terms and conditions of the service are public. Registration is made at [www.camex.ge](http://www.camex.ge). Enjoying the services of Camex International LTD means that the person has got acquainted with the terms and conditions of the Agreement and agrees to them.

## **1. Subject of the Agreement**

Camex International LTD (hereinafter „Service Provider” under the terms and conditions provided herein in this Agreement, with its name and at the expense of the person having been registered on Service Provider's web-page ([www.camex.ge](http://www.camex.ge)) ensures the shipping service. Service Provider ensures air shipping of goods to Georgia from the different countries worldwide, having received customers' packages in the partner companies' warehouses (hereinafter “Service Provider's warehouse”), located in each country where the service is provided. All countries where Camex International LTD provides services to its customers and is foreseen in the present paragraph, are shown at the Service Provider's web page [www.camex.ge](http://www.camex.ge).

## **2. Shipping rates, calculation of package weight, customs clearance**

- 2.1. Air shipping rates are shown at Service Provider's web page [www.camex.ge](http://www.camex.ge):
- 2.2. Exchange rate will be calculated according to the Bank of Georgia's commercial rate on the date of uploading the package in the personal room of the customer.
- 2.3. Shipping fee is calculated according to total weight of the package, considering its actual and dimensional weight. If dimensional weight exceeds the actual one, shipping fee shall be calculated from the dimensional weight. Dimensional weight is calculated by the following formula: length x width x height /366 (in case of measuring in inches) or /6000 (in case of measuring in centimeters).
- 2.4. Shipping cost should be paid by the Customer within 14 days the package arrives in Tbilisi, on the basis of Service-Provider's invoice or the amount indicated in Customer's personal room. Customer shall not be able to pick up the package if shipping fee is not paid. In case the Customer breaches the terms foreseen in Article 2.4, the Provider may impose penalties to a Customer which is 1% of the parcel's value as per commercial invoice, on each overdue date unless the Customer fulfills his liability.

- 2.5. The customer is liable to fill out the declaration on its personal room (seller's information, tracking code, number of items placed in package and their commercial price as per invoice). Only the Customer bears responsibility for the accuracy of information.
- 2.6. Customer shall be responsible for clearance of goods.
- 2.7. The Service Provider, based on Customer's declaration, shall prepare a custom's declaration paper. Fee for preparing the custom's declaration is determined as follows:
  - 2.7.1. for individuals – 10 GEL;
  - 2.7.2. For legal entities – 20 GEL.
- 2.8. Custom's declaration will be handed over to the Customer together with its own package. Payment of customs duty shall be made in any bank, within 30 calendar days from printing out the declaration unless otherwise foreseen by the legislation of Georgia. Customs clearance and any customs procedure are regulated by the legislation of Georgia. In case a parcel is held by the customs services and/or a customer fails to provide an accurate information about his parcel or fails to fulfill any other liability that might be a reason for issuing sanctions by the state against the Customer, or the state confiscates the parcel or transfers it to the state property, the Customer cannot open a claim against the Service Provider for not receiving any relevant information from the Service Provider about the regulations and sanctions foreseen by the legislation of Georgia. The Customer is responsible for obeying the regulations foreseen by the law of Georgia. The Service provider has a right to provide the Customer with relevant information about the Customs clearance procedures however this is not the Service Provider's liability. All information concerning the customs clearance procedures are shown at Service Provider's web page [www.camex.ge](http://www.camex.ge)

### **3. Customer's obligation, responsibility**

- 3.1. Customer's additional obligations and responsibilities are defined in this article apart from the obligations and responsibilities foreseen by the other articles of the Agreement.
- 3.2. Customer shall be responsible for filling out a registration form provided by the Service-provider at its web page for registering a new customer. Having completed the registration the Customer enjoys its own personal account with identification C/B number.
- 3.3. Customer shall be responsible for the accuracy of its personal and contact information, as well as the package information. Service-Provider shall not be

liable for any loss or damage caused by the incorrect information provided by the Customer.

- 3.4. Customer shall be responsible for filling out the information about the package (declaring the package) according to the data provided in Customer's personal room. Customer is responsible for pre-declaration of the package as soon as the tracking code is assigned to it by the seller or Post office. This will facilitate identification of the package as soon as it is delivered to the warehouse.
- 3.5. Customer shall not be entitled to ask Service-Provider for shipping the cargo which is banned under the Georgian, and/or any other country's legislation. Additional information concerning the prohibited items is provided at Service-provider's web page.
- 3.6. If Customer, despite the limitations of Dangerous Goods shipping, sends such cargo to the Service-provider's warehouse, the latter shall be entitled not to accept such cargo in its warehouse, or in case of delivery, demand the Customer to submit the so-called „return label”. In case of failure to provide the return label, the Service-provider will bear no responsibility for sending such cargo to the destination. In case the Service-Provider accepts any dangerous goods for shipping for any reason and/or characteristics of such cargo cannot be determined, the Service-provider shall be authorized not to render services to the Customer. The Service-Provider bears no responsibility to return such cargo to seller. The Service-provider bears no responsibility for the expenses having accrued to the Customer. Also the Service-provider shall be entitled to ask the Customer for any damage caused by receiving dangerous goods in his warehouse.
- 3.7. Customer shall, at the demand of the Service-Provider, immediately provide it with relevant information about the cargo, shall give recommendations for preparing shipping documents and provide with necessary information for performing customs clearance and other procedures. Customer shall provide Service-Provider with all necessary documents proving its authenticity.
- 3.8. In case of sending dangerous goods to the Service Provider's warehouse, the Customer shall notify the Service-Provider about the exact type of hazard and provide Material Safety Data Sheet if necessary.
- 3.9. If Service-Provider has no information about the hazardous cargo it may be unloaded any time and at any place, disposed or neutralized any compensation to the Customer
- 3.10. Customer shall provide the Service-provider with information on the cargo in advance, if it consists liquid, oil or easily fragile elements. Otherwise claims associated with transportation will not be considered and Service-Provider shall not bear any responsibility.

- 3.11. If Service-provider faces any penalties or sanctions or any other damage by the reason of the Customer for failure to fully or partially perform the terms and conditions of the Agreement (e.g. incomplete or incorrect declaration of products, etc), Service-Provider shall be entitled to impose the damage remuneration to the Customer.
- 3.12. Customer shall check the package upon its delivery to the Service Provider's office. Having left the office no claims about the damage of the product will be considered and Service-Provider shall not be liable for any damage or incomplete content of the package.
- 3.13. Customer shall pick up the parcel from the Service-Provider's office (after paying the shipping fee) within 14 days the package arrives to the destination. In case the Customer breaches the terms foreseen in Article 3.13, the Service Provider may impose a penalty which will be 1 US Dollar as per 1 kg, on each overdue date, unless the Customer fulfills his liability.

#### **4. Service-Providers obligations and responsibility**

- 4.1. Service-Provider shall become liable for the shipment of packages from the moment of their delivery to the Service-Provider's warehouse and by signing the relevant document.
- 4.2. Service-Provider shall not be liable for:
  - 4.2.1. Quality and type of the product purchased by the Customer;
  - 4.2.2. Condition of items being unduly packed by the seller;
  - 4.2.3. Packages being delivered to the incorrect address by the post couriers or the packages not confirmed by signature;
  - 4.2.4. The damage of cargo, if product is purchased from a private person, e-bay or other auction, as well as is written-off, refurbished or second-hand.
- 4.3. Service-Provider shall be entitled to reduce the package in size (only clothes and shoes), that means maximal diminishing the boxes or repacking them in other box. In case of reducing the package size, products will not be moved in polyethylene packages (if package is delivered in cellophane to the warehouse it will be sent in the same manner).
- 4.4. If the products being duly purchased by the Customer is delivered to the Service-Provider's warehouse in accordance of all terms and conditions of the present Agreement, it bears the signature of the Service-Provider's representative and information about the package has not been reflected in a personal room of the

Customer within 1 month, compensation terms and conditions foreseen by the Present Agreement shall enter into force.

- 4.5. If the correct information is not provided by the Customer/seller, or the personal room number is missing or is incorrect, or name and surname is missing, or incorrect tracking number is provided, the Service-Provider shall not be liable for immediate delivery of the package to the Customer. The procedure will prolong for an unlimited period of time unless full identification of product, based on the invoice and package composition is applied.
- 4.6. Service-Provider shall not be liable for the cargo being delivered to the Service Provider's warehouse, damaged or doesn't not match the invoice. In such case the Service-Provider shall be entitled not to accept such package and notify the Customer about it via e-mail or telephone.
- 4.7. Service-Provider is authorized to withdraw form its services if cargo characterizes or other information provided by the Customer are incomplete or inaccurate.
- 4.8. Service-Provider shall not be liable for the package with no external damages that is not inspected in the Service Provider's office or in case the delivery service is provided.
- 4.9. Service-Provider shall not be responsible for the delay of the package delivery, if it is caused due to the change of flight schedule by the airline and/or delay for other reasons.
- 4.10. Service-Provider shall not be responsible if the detainment, confiscation or seizure of the cargo is performed by the customs service and/or any other state authorities due to the content of cargo and/or incorrectly declared items or failure to pay the clearance duty by the Customer.
- 4.11. Service-Provider shall not be responsible for the damage caused to the Customer if incorrect, incomplete or untrustworthy information is provided by the Customer.
- 4.12. In case of loss and/or damage of cargo by Service-Provider's fault, it shall remunerate the Customer against the damage. The amount of remuneration will be determined by the value of products being declared in the document of purchase and not exceeding the amount indicated by the Customer at declaring.
- 4.13. Service-Provider's is not responsible if there is no signature of the warehouse representative proving the delivery of the package to the warehouse or the package is delivered to other address than indicated at service Provider's web page.

- 4.14. Service Provider has a right to sign agreements with the third party for fulfilling its obligations foreseen by the Subject of the Present Agreement.
- 4.15. Package not being taken from the Service-Provider's office within 90 (ninety) days, shall be disposed by the Service-Provider at its own discretion. This provision does not refer in case Service Provider is reliable to transfer a package to the state according to the legislation of Georgia after 30 (thirty) days from its delivery on the territory of Georgia and the Customer fails to submit relevant information for filling out the declaration or Service Provider is responsible to transfer the package to the state in case the Customer fails to fulfill any other obligation foreseen by the law of Georgia.
- 4.16. In case the Customer has overdue payment for shipping, the Service-Provider may not provide shipping service to the Customer for a new package or/and not deliver the package unless the Customer makes the payment totally.

## **5. Courier Service**

- 5.1. Courier service is provided in Tbilisi and any other regions of Georgia. Terms and conditions are provided at the Service Provider's [www.camex.ge](http://www.camex.ge)
- 5.2. In order to deliver the package to the Customer's address by the courier, the amount should necessarily be paid while the package's status is on the way and courier service is checked by the Customer in his personal room. If Customer is not present on the address indicated in contact information or /and he (she) does not answer the telephone call, the status of package will be determined as „impossible to deliver” and the Customer shall pick up the package from the office. Courier service fee will not be refunded.
- 5.3. The customer can use Glovo application for the delivery service. In order to avoid any misunderstanding, Service Provider states that Glovo courier service is not direct delivery service provided by the Service Provider. The customer may use Glovo service at his own will according to the agreement between Glovo and the Customer. Camex does not take any responsibility of packages that were ordered via Glovo and delivered by Glovo.
- 5.4. In addition to the courier services provided in clause 5.1 of this Agreement, the Customer can use the courier services provided by the "Wolt" delivery service application. For the avoidance of doubt, the Service Provider states that Glovo courier service is not a direct delivery service provided by the Service Provider. The Customer may use the "Wolt" service

at his own discretion according to the Agreement between Glovo and the Customer. In addition, the Service provider emphasizes that when the Customer uses the courier service through the "Wolt" Application, the Service Provider is released from any responsibility after the parcel (item) is handed over to the courier.

## **6. Service Schedule, Package Delivery**

- 6.1. Flight schedules is provided at Service-Provider's website [www.camex.ge](http://www.camex.ge).
- 6.2. The customer may pick up his package from Tbilisi as well as regional offices. Additional information is provided at Service-Provider's website [www.camex.ge](http://www.camex.ge).
- 6.3. Package will be handed over immediately to the Customer (the identity card or passport is necessary). The package might be picked up by the third person by submission of a power of attorney. If Customer wants the third person to pick up his parcel he (she) has to notify the Service-Provider by e-mail at ([info@camex.ge](mailto:info@camex.ge)) from the mail where the Customer is registered on Service-Provider's web page, by indicating the tracking number of the package and his personal information. Service provider may request notarized power of attorney in any case by its own will or not handover the parcel to the third persons if the package is subject to customs clearance and/or belongs to legal entity or any other company.

## **7. Miscellaneous**

- 7.1. All information and service terms and conditions being provided at Service-Provider's website [www.camex.ge](http://www.camex.ge) represents integral part of this Agreement. This applies to the instructions stated at Service-Provider's website and in case of the breach, the Service-provider relieves itself from any responsibility.
- 7.2. Service-Provider has a right, after notifying the Customer by email, and without any agreement, change the terms and conditions of its service, including rates or termination of the Service to the Customer.

- 7.3. Service-Provider is entitled to make records and save the data reflecting the communication with the Customer via internet, all types of communication or/and by the video surveillance system, including e-mails, chat or telephone conversations, Facebook or blog comments, which may be used by the Service-Provider for the reason of protecting its rights, in case of arising any disputes with the Customer.
- 7.4. Customer's personal information is strictly protected. Service-Provider shall not transfer any information to the third party without the court regulation.
- 7.5. Along with the terms and conditions foreseen by the Agreement, relations between the parties are regulated by the acting Georgian legislation.