

Service Agreement

On one hand, Space Cargo LLC, hereinafter referred to as the "Company"/"forwarder" and on the other hand, the user of the Space Cargo website, hereinafter referred to as the "Customer"/"user" mutually agree to the following conditions as outlined in this agreement, upon expressing their intent to receive the respective services:

Article 1: Subject and Essential Conditions of the Agreement

1.1. In accordance with the terms of this agreement, by expressing the will to use the services of "Space Cargo", the user fully agrees to each of the terms of the agreement, immediately after confirming the agreement. The terms of service are public.

1.2 The services provided by "Space Cargo" encompass the following:

- Domestic ground shipments (to Georgia, Armenia, Kazakhstan, Uzbekistan, Turkmenistan, Azerbaijan and other directions);
- air and sea shipments (import/export);
- consolidation worldwide;
- cargo collection service;
- warehousing services;
- door-to-door service;
- repackaging;
- To arrange customs formalities.

Article 2. User registration

2.1 . Upon registration on the site, the user of "Space Cargo" gains access to their own account using their email address and password. The user is responsible for managing their account and ensuring accurate settings.

Article 3: Rights and Obligations of the Parties

3.1 Obligations of the User:

3.1.1 Upon the company's request, the user shall promptly furnish relevant cargo information, provide necessary instructions for signing shipping documents, and supply essential details for customs and other related procedures. Additionally, as required, the user must provide the company with the necessary documents to verify the accuracy of the provided information..

3.1.2 In the presence of hazardous cargo, the customer is obligated to promptly inform the company of the specific type of danger and, if necessary, provide details about security measures. Cargo for which the company was not informed of the potential danger may be unloaded, destroyed, or rendered safe at any time and in any location, without incurring any liability for damages.

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

3.1.4. The customer is required to inspect the contents of the package before accepting it. Once the customer leaves the company premises following package delivery, the company disclaims any responsibility for potential damage or loss of products within the package.

3.2 The customer is prohibited from sending the following types of products:

3.2.1. Flammable goods such as (paints and alcohol-based substances) "spray", pumped-up canister type, any substance.

3.2.2 Weapons: gas, pneumatic and hunting smooth-bore hunting firearms, electric shock devices, cords, stilettos, landing knives.

3.2.3 Products containing narcotic substances.

3.2.4. Coins or banknotes of any country..

3.2.5. Paintball guns and their accessories.

3.2.6. Toxic substances: poison and poisonous substances. For example, nicotine, antifreeze, brake fluid, mercury and others.

3.2.7. Plant seeds (more than 25 grams), plants.

3.2.8. Alcoholic drinks.

3.2.9 . Tobacco and industrial tobacco substitutes.

3.2.10 . Pharmaceutical products.

3.2.11. antique items.

3.2.12. Elements, PowerBanks.

3.2.13. Any powdery substance.

3.2.14. Other items, the import or circulation of which is prohibited by the legislation of Georgia or the country from which the product is to be sent.

3.2.15. In the event that the customer still sends the products prohibited by this agreement or the legislation of Georgia, the company has the right to destroy them.

3.3 The user has the right:

3.3.1 To independently obtain insurance coverage for all types of risks by approaching insurance companies. In such cases, the customer is required to provide the company with the insurance policy no later than two days before the scheduled shipment start date. The insurance period specified in the policy must encompass the entire duration of cargo transportation. The customer agrees not to file any claims with the forwarding company in the event of a covered incident.

3.3.2. To complete the necessary formalities required by the transportation application during cargo registration, at the loading and/or receiving locations, transit procedures, and loading/unloading operations.

3.3.3. To receive information about any emerging conditions that may have a negative impact on or affect the security and timely delivery of the cargo.

Article 4. Transportation period, rounding of parcel weight

4.1 The typical delivery timeframe for parcels is 10-15 business days. However, for international air shipments, the delivery time is contingent on flight schedules

4.2. Parcel weights are rounded up to the nearest 100 grams.;

4.3. Pricing is determined solely based on the actual weight of items, except when the volumetric weight exceeds the actual weight.

4.4 The cargo will be stored in the warehouse in Georgia for a period of 30 days following its delivery. If the storage period exceeds 30 days, a daily storage fee will be applied, which is 0.2 GEL per kilogram, with a minimum charge of 0.5 GEL per day.

4.5. The company notifies the customer about the obligation specified in Clause 4.4 through SMS messages and the customer's private room. If the amount charged, as specified in Clause 4.4, equals the value of the cargo, the company has the right to sell or destroy the item at its discretion without requiring prior consent from the customer

4.6. If the customer requests the cargo after it has been moved to the common warehouse space as specified in Clause 4.4, a delivery period of 5 working days will be defined.

Article 5. Sending messages by the company

5.1. The company informs the customer about the package by sending a message to the mobile number specified on the site or to the e-mail specified during registration..

5.2. The way to provide information is determined by the user himself.

Article 6. Limitation of liability

6.1 "Space Cargo" does not represent Internet sales sites, therefore it does not control the products purchased by the user on these sites and is not responsible for the legality, safety, quality and compliance of their products with the agreed conditions.

6.2 The Company shall not be held responsible for::

6.2.1 If the quality of the cargo has changed due to natural factors resulting from its transportation, including normal losses (such as drying, aeration, evaporation, etc.), or due to changes attributable to the net weight;

6.2.2 Damage to the cargo when it is handed over with unsuitable packaging for shipment, whether with or without packaging;

6.2.3 Acceptance of the cargo by the customer in the company's presence without inspecting its condition, in which case any internal (invisible) damage to the cargo will be deemed accepted by the customer.

6.2.4 Damage, loss, or destruction of the item during transportation, if such damage is caused by the wrongful actions of third parties.

6.2.5 Damage resulting from unlawful actions by government agencies, state officials, and/or civil servants in the course of their official duties.

6.2.6 by intentional action or gross negligence of the customer or victim. or by giving such reference by the customer to the damage caused, which is causally related to the existing damage.

6.2.7 Damage caused by the customer providing the company with incorrect data about the cargo, as well as by providing any incorrect information about the circumstances that are essential for the company to perform the service properly. Or if the customer did not provide the forwarder with information about the change in the mentioned circumstances within the specified period. Also, the forwarder is released from responsibility for the damage caused by the inaccuracy or insufficiency of the data and information provided by the customer to the carrier.

6.2.8 If, during the shipping process, a resolution or any other document is issued by government bodies or official representatives of any country that significantly alters the shipping conditions, extends the delivery time, or renders delivery impossible.

6.2.9 Damage due to improper packaging of the cargo and/or shipping it in a damaged state, as well as improper placement and/or securing of the cargo;

6.2.10 Damage that could have been prevented by the customer, but the customer failed to take

all possible and appropriate measures to reduce or prevent the risk, or if the customer intentionally increased the extent of damage.

6.2.11 Damage caused by the transportation of other cargo together with the cargo intended for transport using the same means of transport, provided that such cargo was known to the customer and/or the carrier but not communicated to the forwarder.

6.2.12 Damage resulting from the customer/seller delivering the cargo to the forwarder in violation of the terms stipulated in the contract, leading to damage to the transported item.

6.2.13 Damage to the customer resulting from the exceeding of the cargo transportation period, whether in the form of lost income or due to urgent necessity..

6.2.14 Damage to the customer in the event of surpassing the cargo transportation period, where such damage could not have been reasonably known or forewarned by the forwarder in advance.

6.2.15 Damage occurring after 30 days from the delivery of the item.

Article 7. Rules and conditions of settlement

7.1. The cost of transportation is calculated from the total weight of the parcels. The price of the weight to be paid per 1 kg is given in the customer's office, at the dollar purchase rate of JSC "Bank of Georgia" in GEL on the day of the invoice generation.

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

7.3. The user can calculate the shipping fee for each cargo using 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 accepted until the debt is paid in full.

7.5. Volumetric weight is calculated as follows: length x width x height divided by 600.

Article 8. Courier service

8.1. Courier services are carried out according to the conditions posted on the web page in the courier section.

8.2 Courier services on the spacecargo.ge website are paid. Courier service prices are posted on the website, in the news section.

8.3. The user's address can be changed on the website only before receiving the shipment at the Tbilisi warehouse.

8.4. In order to receive the parcel, the customer needs to bring an identity card or passport with him/her.

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

8.5.1 He can submit a power of attorney issued by the recipient of the package and certified in the prescribed manner, if possible, a copy of his identity card or passport, as well as the carrier's identity card or passport.

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

8.6. Before arriving at the address, the courier will contact you on the indicated contact number. If no one answers the contact number or another number is specified, and if the person receiving the parcel does not arrive at the indicated address, the parcel will be returned to the office and it can be retrieved again by coming to the office or by requesting a courier service.

Article 9. Parcel repacking service

9.1 The repackaging service is available in special cases only based on the customer's request.

9.2. Shrinking service involves reducing the empty space of the parcel as much as possible by cutting and folding the mailbox.

9.3. There is no combination of several products together in one or several product boxes.

9.4. The factory boxes of the products in the parcel are not opened and reduced in that way, and the size of the parcel is not reduced by removing the isolation and safety material placed in it.

9.5. There is no reduction for gift packages or packages for fragile products and electrical appliances for safety reasons.

9.6. When shrinking the box, the products are not pressed, laid down, folded or curled, etc

Article 10. Customs clearance

10.1. Declaration and pre-declaration (including the indication of the product sender's name, commodity code, and price) on the website of spacecargo.ge are mandatory. The user bears full responsibility for the accuracy of the provided information. Inaccurate information may result in customs delaying the parcel 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 fine sanction on the company, due to the complete or partial non-fulfillment of the terms of service by the user (eg: incomplete or inaccurate declaration of products), the company reserves the right to impose the said fine on the user.

Article 11. Force majeure

11.1. The company is released from responsibility for the complete or partial non-fulfillment of its obligations in case of force majeure, during which it is impossible to fulfill the obligations stipulated in the agreement.

11.2. Force majeure means circumstances that did not exist at the time of the conclusion of the contract and the parties could not avoid and overcome the occurrence of these circumstances.

11.3. Circumstances of force majeure include natural disasters (floods, earthquakes, fires, etc.), explosions (including acts of terrorism or sabotage), acts of war (including civil unrest and strikes), acts of the government that substantially impede the fulfillment of the obligations assumed by the parties and other.

11.4. In case of force majeure, the Company shall not be liable for the failure or delay of the Service when such delays are caused by acts beyond its reasonable control, including natural events or acts of God/damnum fatale or consequences caused by the actions of third parties.

11.5. In the event that the company received the same or similar order from several customers at the same time and it was prevented from fulfilling its duty in due time, due to force majeure circumstances, the company will decide at its own discretion which order to fulfill and in what volume.

Article 12. Rules of dispute resolution

12.1. Disputes arising between the parties can be resolved on the basis of joint negotiations of both parties.

12.2. If the parties are unable to resolve the dispute based on negotiations, then any dispute between the parties will be considered by the courts of Georgia..

Article 13: Rules for Resolving Disputes Regarding Cargo Transported by Airlines

13.1. When cargo is transported by airlines, any dispute arising between the parties concerning damage, destruction, loss, or delayed delivery of the cargo shall be resolved in accordance with the provisions outlined in this chapter.

13.2. Upon notification of cargo damage, destruction, loss, or delayed delivery, the company is obligated, at the customer's request, to initiate a claim with the airline carrier for compensation related to the aforementioned issues or to facilitate the delivery of the cargo to the customer.

13.3. The user is required to promptly furnish the company with all necessary information and documents, as requested, to fulfill the obligations outlined in clause 13.2. Failure to fulfill this obligation relieves the company of the responsibility to compensate the customer for any damages resulting from cargo damage, destruction, loss, or delayed delivery.

13.4. The company is not obliged to compensate the customer for the damage until the decision is made by the airlines, in case of a negative response from the airlines or if the customer does not request to apply to the airlines.

Article 14. Confidentiality

14.1 The company and the user mutually agree to maintain strict confidentiality of information and shall not disclose it, either directly or indirectly, to third parties, except as explicitly stipulated by this agreement and applicable law. The specific terms governing the confidentiality of personal data are outlined in the data protection policy.

Article 15: Transitional Provisions

15.1. Each party is obligated to fulfill the terms of this Agreement in accordance with the principles of good faith and fair dealing.

15.2. The invalidity of a particular clause in the agreement does not affect the validity of the remaining clauses in the agreement.

15.3. The company's privacy policy provides a detailed description of how the user's personal and confidential information is collected and stored.

15.4. This Agreement, along with the Personal Data Policy, constitutes the complete agreement

between the Company and the User. No other express or implied terms are part of this Agreement..

15.5. In case of any conflict between the terms of this Agreement and other terms and conditions on the website, the terms of this agreement take precedence.

15.6. By registering on the website and using the company's services, the user confirms full agreement with each condition specified in this agreement.

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

15.8. The present terms of service are also provided in the Georgian language. In case of inaccuracies between the translations, preference will be given to the Georgian version.