



**PUBLIC ADHESION AGREEMENT**  
**on the Provision of International Express Delivery Services for the Return of Goods**  
**Purchased from Foreign Online Stores**

version No. 02.26-1 dated 06 February 2026  
Kyiv

NOVA POSHTA GLOBAL LIMITED LIABILITY COMPANY (hereinafter referred to as the Contractor) offers an unlimited number of individuals who arrange the return of goods to foreign online stores (hereinafter referred to as the Customer) to receive international express delivery services for the return of goods, in accordance with the provisions of this Public Adhesion Agreement on the Provision of International Express Delivery Services for the Return of Goods Purchased from Foreign Online Stores (hereinafter referred to as the Agreement).

By its legal nature, this Agreement is a mixed contract and contains elements of a public offer in accordance with Articles 638 and 641 of the Civil Code of Ukraine (hereinafter referred to as the Civil Code of Ukraine), a contract of carriage, a freight forwarding agreement, and an agency (mandate) agreement.

The Agreement is concluded by the Customer's unconditional and full adherence to this Agreement and acceptance of all its essential terms without signing a written copy, and has legal force in accordance with Articles 633 and 634 of the Civil Code of Ukraine.

The Agreement is deemed concluded from the moment an international express waybill is issued.

The Customer may not propose their own terms of the Agreement.

The Agreement is published on the website <https://nova.global/> (hereinafter referred to as the Website) and/or on the Returns Portal, in open access and in a manner that ensures that any person may familiarize themselves with the content of this Agreement.

## 1. TERMS AND DEFINITIONS

**Sender (Customer / Client)** — an individual who arranges an international return of goods purchased from foreign online stores via the Contractor's Website and/or via the Returns Portal of a specific foreign online store.

**Recipient** — a foreign online store to whose address the international express delivery of the goods returned by the Client is carried out.

**Returns Portal** — a web page through which the Client arranges the return of goods previously purchased from a foreign online store, in accordance with the terms and requirements of such online store. For goods purchased from the H&M online store - <https://service-02.nova.global/returns/h&m>.

**International Express Waybill (IEW)** — a numbered shipping document that constitutes a contract for the carriage of each individual international express shipment and contains information about the Sender, the Recipient, the contents, weight, declared value of the international express shipment, and the delivery cost.

**International Express Shipment (IES / Shipment)** — properly packaged international shipments containing goods (except for items prohibited by the legislation of the Sender's country or the

country of Destination from being transported across the customs border), which are accepted, processed, and transported by any mode of transport under an international transport document for the purpose of expedited delivery to the Recipient.

**Services** — international express delivery services for goods purchased from foreign online stores that are subject to return from the Customer to the Recipient.

## **2. SUBJECT OF THE AGREEMENT**

2.1. The Contractor undertakes to provide the Customer with international express delivery services for the return of goods purchased from foreign online stores, and the Customer undertakes to accept the provided Services and to pay for them in a timely manner.

2.2. The scope of Services provided by the Contractor to the Customer includes (including, but not limited to):

- organization of acceptance of IES;
- storage of IES from the moment of their acceptance until delivery to the Recipient;
- services for organizing the delivery of IES to the Recipient;
- international transportation of IES by rail, road, sea and river, and air transport;
- customs clearance of IES on behalf of and in the interests of the Sender (direct customs representation) within the territory of Ukraine;
- other ancillary services, as agreed by the Parties.

2.3. Acceptance of an IES by the Contractor or by third parties acting in the interests of the Contractor (hereinafter referred to as the “Partner”) for the purpose of providing the Services under this Agreement shall be formalized by issuing an IEW.

2.4. The absence of the Sender’s signature on a paper or electronic copy of the Contractor’s IEW shall not constitute grounds for recognizing this Agreement as not concluded, invalid, or as not giving rise to rights and obligations for the Parties, provided that the Sender has performed actions evidencing acceptance of this Agreement.

## **3. RIGHTS AND OBLIGATIONS OF THE PARTIES**

3.1. Obligations of the Contractor:

- to provide the Services in accordance with the terms of this Agreement;
- to ensure the generation of the IEW based on the data provided by the Customer and/or the Recipient;
- to organize the acceptance and safekeeping of the IES until its delivery to the Recipient, provided that the Customer complies with the provisions of this Agreement;
- upon request of the customs authorities of Ukraine, to provide documents (submitted by the Sender/Recipient) required for customs clearance of the IES;
- to inform the Customer about the status of the Shipment by posting relevant information on the Website.

3.2. Rights of the Contractor:

- to receive payment from the Customer for the Services in the amounts and under the conditions stipulated by this Agreement;
- to provide the Services with the involvement of third parties;
- to verify the data specified by the Customer when arranging the IES;
- to receive from the Customer all necessary and truthful information required for the provision of the Services, including for customs clearance of the IES within the territory of Ukraine;
- to refuse acceptance of the Shipment if prohibited or incorrectly declared contents are detected;
- to suspend or terminate the provision of the Services in cases where the Customer breaches the terms of this Agreement;

- to refuse to provide international express delivery services if the IES contains items prohibited for carriage.

### 3.3. Obligations of the Customer:

- prior to the moment of handing over the IES to the Contractor, to familiarize themselves on the Website with the provisions of the Agreement, as well as with the list of goods and items prohibited for shipment;

- to provide accurate, complete, truthful, and up-to-date information about themselves and the contents of the Shipment;

- to ensure proper packaging of the IES in accordance with the requirements posted on the Partner's website at: <https://novaposhta.ua/send/packaging/service/>;

- to make timely and full payment for the Contractor's Services;

- where necessary, to provide the Contractor with a complete set of documents required for the proper provision of the Services;

- upon the Contractor's request, to present the contents of the IES for inspection;

- not to ship goods or items prohibited for carriage;

- to bear responsibility for any discrepancy between the actual contents of the Shipment and the information specified in the IEW.

### 3.4. Rights of the Customer:

- to arrange the return of goods through the Returns Portal in accordance with the terms of this Agreement;

- to receive information regarding the status of the Shipment.

## 4. SERVICE FEES AND PAYMENT PROCEDURE

4.1. The cost of international express delivery services for Shipments shall be as follows:

4.1.1. For IES arranged via the H&M Returns Portal:

- UAH 149.00 (one hundred forty-nine hryvnias) – for a Shipment weighing from 0 to 1.0 kg;

- UAH 49.00 (forty-nine hryvnias) – for each additional kilogram of the Shipment.

The service fee is calculated automatically based on the actual weight of the Shipment.

The minimum chargeable weight of a Shipment is 1 kg, rounded up. A weight of 1.001 kg shall be rounded up to 2 kg.

Each incomplete 0.001 kg shall be charged as a full kilogram. For example, 1.001 kg shall be charged as 2 kg, and so on.

4.2. The tariff specified in clause 4.1 of this Agreement includes exclusively the delivery cost and does not include the cost of packaging of the Shipment, which shall be paid by the Sender separately at the time of handing over the Shipment for transportation, in accordance with the Partner's tariffs.

4.3. Payment for the Services shall be made by the Customer at the time of handing over the International Express Shipment to the Contractor for the provision of Services at the Partner's branches or via the mobile application of the Partner — Nova Post LLC.

4.4. The payment date under this Agreement shall be the date on which the funds are credited to the Contractor's bank account.

4.5. The transfer of the IES by the Customer to the Contractor for the provision of Services shall constitute confirmation of the Customer's acceptance of the Contractor's tariffs.

4.6. The Contractor reserves the right to amend the tariffs unilaterally by publishing the updated tariffs on the Website.

4.7. In the event that customs duties, taxes, and/or fees related to the customs clearance of the Shipment arise, such payments shall be borne by the Recipient. Customs duties shall be paid in the country of destination or transit of the Shipment in accordance with the applicable legislation of the country where customs clearance is performed.

## 5. PACKAGING AND CONDITIONS FOR ACCEPTANCE OF SHIPMENTS

5.1. The Sender shall bear full responsibility for ensuring proper internal and external packaging of the Shipment in order to adequately protect its contents from the risk of damage during transportation.

5.2. Packaging of Shipments shall be carried out in accordance with the tariffs and conditions of the Partner — Nova Post LLC — and shall be paid separately from the cost of the Services provided under this Agreement. The rules for packaging International Express Shipments are available on the Partner's website at: <https://novaposhta.ua/send/packaging/service/>.

5.3. Shipments shall be accepted at the branches of the Partner — Nova Post LLC.

5.4. The Contractor reserves the right to refuse acceptance of a Shipment from the Sender and shall bear no liability in such case.

5.5. Shipments can be accepted in both open and closed form.

## **6. DANGEROUS, PROHIBITED, AND NON-ACCEPTED SHIPMENTS**

6.1. By handing over a Shipment for transportation, the Sender confirms that the Shipment does not contain any dangerous or prohibited items for carriage in accordance with this section. The current list of dangerous, prohibited, and non-accepted items is published on the Website. The Sender undertakes to periodically check and verify the list.

6.2. In the event the Sender violates the conditions specified in clause 6.1 of this Agreement, the Contractor may refuse to accept for transportation any IES containing prohibited, dangerous, or non-accepted items.

6.3. In case of violation of the conditions specified in clause 6.1 of this Agreement by the Sender, the Contractor shall not be liable for any loss, damage, and/or confiscation of the Shipment by the customs authorities of the country of origin or destination.

6.4. The Contractor reserves the right, without any liability or further claims from the Customer, to refuse to accept or to suspend the provision of services for the transportation of Shipments containing items prohibited by the legislation of the country of origin or destination, by the rules of the Contractor, or by third parties.

## **7. LIABILITY OF THE PARTIES AND CLAIMS PROCEDURE**

7.1. The Customer bears full and exclusive responsibility for:

- the accuracy, completeness, and conformity of the information specified in the IEW to the actual contents of the Shipment, including quantity, characteristics, weight, and declared value;
- compliance of the goods with customs, export, import, and other mandatory requirements of the legislation of the country of origin and the country of destination.

7.2. If the Customer provides inaccurate, incomplete, or false information regarding the Shipment, including its contents, value, or characteristics, all risks, losses, fines, additional costs, delays, and other negative consequences are borne solely by the Sender. In such cases, the Contractor does not reimburse the cost of the Shipment and shall not be liable for any consequences related to such Shipment.

7.3. The Sender bears responsibility and financial risks for all negative consequences (breakage, damage, deformation, etc.) resulting from improper packaging of the Shipment (packaging that does not comply with the Partner's standards). In such cases, the Sender confirms that no claims will be made against the Contractor.

7.4. If the Shipment handed over by the Sender contains poisonous, radioactive, chemical substances, acids, or other hazardous compounds, the Sender bears full responsibility for damages caused to third parties whose shipments were transported or stored together with the Customer's Shipment.

7.5. In case of total loss of the Shipment due to the Contractor's fault, the Contractor reimburses the Sender for the declared value of the Shipment specified in the IEW, as well as the cost of the transportation services paid.

7.6. In case of partial loss of the Shipment due to the Contractor's fault, the Contractor reimburses the Customer for the declared value of the lost part of the Shipment, proportionally to the loss, as well as the cost of the transportation services.

7.7. In case of damage to the Shipment due to the Contractor's fault, the Contractor reimburses the Customer for a portion of the declared value of the Shipment corresponding to the degree of damage.

7.8. The Contractor's liability shall not exceed the declared value of the Shipment specified in the IEW, and in any case shall not exceed EUR 10,000.

7.9. The amount of compensation to be paid is calculated according to the official UAH exchange rate against foreign currencies set by the National Bank of Ukraine on the date of IEW registration.

7.10. The Contractor shall not be liable for:

- non-delivery of the Shipment in case of the Recipient's refusal to accept the Shipment without valid grounds (including the absence of confirmed loss or damage), as well as in case of inaccurate, incomplete, or incorrect information provided by the Customer when arranging the Shipment;
- damage to the Shipment if it was handed over for transportation without proper packaging or in packaging that does not ensure the safety and integrity of the contents or does not comply with the packaging rules established by the Contractor and/or its Partners;
- preservation, integrity, or shortage of the Shipment's contents if the Shipment was handed over to the Recipient in intact and undamaged packaging, and any detected damage to the packaging does not correspond to the damage of the contents;
- consequences related to the detection by customs authorities of violations of customs legislation, including smuggling, knowingly false information provided by the Customer, misdeclaration, or other offenses;
- any Shipments whose contents consist of goods, items, or materials prohibited or restricted for transportation, regardless of whether the Shipment was actually accepted for carriage.

7.11. In case the IES is received in improper condition, including signs of damage, shortage, or other defects, the Recipient must document the actual condition of the IES at the time of receipt by taking photographs confirming the presence of the corresponding damage or discrepancies.

7.12. The Contractor shall not be liable for delivery delays or non-delivery of IES that are delayed and/or seized by customs or law enforcement authorities of the country of origin or destination.

7.13. The Contractor's liability for the safety of IES ceases upon their delivery to the Recipient.

7.14. All claims regarding loss, damage, or other violations related to the provision of Services must be submitted by the Customer in writing no later than 7 (seven) days from the date the Shipment is received by the Recipient, excluding public holidays, via email [info@nova.global](mailto:info@nova.global) and/or through submission at the Partner's branch –Nova Post LLC.

7.15. A claim for compensation must be submitted in paper form and include:

- the date of preparation;
- the number(s) of the IEWs for which the claim is made;
- a detailed description of the reasons for each claim;
- the amount claimed;
- bank details for payment of compensation (IBAN, Tax ID, etc.);
- the Customer's signature.

Along with the claim, the Customer provides: a certified copy\* of the Taxpayer Identification Number (TIN); photo evidence of the IEW confirming the damage or discrepancies and/or a copy of the acceptance-transfer act of the Shipment (if available\*\*).

\* The copy is certified by the Customer by writing "Copy" in the top right corner and "Verified against the original / Full Name / Signature / Date" in the bottom right corner.

\*\* In case of damage to the Shipment's contents, partial loss, or shortage inside the packaging, an Acceptance-Transfer Act may be drawn up by the Recipient at the time of receipt.

7.16. The Contractor may request from the Customer other documents necessary for claim consideration.

7.17. Copies of IEWs or other documents may be attached to the claim at the Customer's discretion. Failure to provide such documents shall not be grounds for automatic rejection of the claim.

7.18. Claims submitted in violation of the deadlines or requirements of this section shall not be considered.

## **8. DISPUTE RESOLUTION PROCEDURE**

8.1. This Agreement shall enter into force at the moment the Customer hands over the IES to the Contractor for the provision of the services stipulated herein and shall remain in effect until the Parties have fully performed their obligations under this Agreement.

## **9. DISPUTE RESOLUTION PROCEDURE**

9.1. All disputes and disagreements arising in the course of performance of this Agreement shall be resolved by the Parties through negotiations and by means of pre-trial dispute settlement.

9.2. If it is impossible to resolve disputes through negotiations and pre-trial settlement, such disputes between the Parties shall be resolved in accordance with the applicable legislation of Ukraine.

## **10. CONFIDENTIALITY AND PERSONAL DATA PROTECTION**

10.1. Each Party shall maintain the confidentiality of this Agreement and any information obtained under this Agreement, including information constituting a trade secret, and shall take all possible measures to prevent any disclosure of such information.

10.2. Transfer of confidential information to any third parties, publication, disclosure, or any other form of dissemination of such information shall be permitted only with the prior written consent of the Party that disclosed such information.

10.3. The confidentiality obligations shall not apply to publicly available information or information disclosed pursuant to a lawful request of state authorities to which the Parties are obliged to provide information in accordance with the requirements of the applicable legislation of Ukraine.

10.4. The confidentiality obligations shall not apply to publicly available information or information disclosed pursuant to a lawful request of state authorities to which the Parties are obliged to provide information in accordance with the requirements of the applicable legislation of Ukraine.

10.5. The provision of services under this Agreement, in particular, the issuance of IEW, involves the processing of the Sender's personal data by the Contractor.

10.6. The Parties mutually warrant that, when processing and protecting personal data, they comply with the requirements of the applicable personal data protection legislation, including but not limited to the Law of Ukraine "On Personal Data Protection" and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (GDPR).

10.7. The Customer confirms that if the Sender is a third party whose personal data are transferred by the Customer to the Contractor, the Customer has the necessary legal grounds for processing such personal data and for transferring them to the Contractor for the purpose of ordering the Services and performing this Agreement, and shall bear responsibility, including towards the data subjects, for any breach of this provision.

10.8. The Customer accordingly confirms that after receiving personal data from the Customer, the Contractor shall have the right to process such data, including but not limited to contacting the Sender and the Recipient in its own name, transferring personal data outside the territory of Ukraine, and carrying out other processing of such personal data, including for the purposes of direct marketing.

10.9. The Contractor shall process the Sender's personal data acting as a data owner (or data controller within the meaning of the GDPR).

10.10. The data subject whose personal data have been transferred to the Contractor shall have the rights provided for by the applicable legislation, in particular, the Law of Ukraine “On Personal Data Protection” or the GDPR, depending on the location of such data subject.

10.11. In addition to the provisions of this Section of the Agreement regarding the processing and protection of personal data, the Sender shall also be subject to the terms of the Contractor’s Privacy Policy published on the Website.

## **11. FORCE MAJEURE**

11.1 The Parties shall not be liable for failure to perform or improper performance of their obligations if such failure or improper performance results from force majeure circumstances.

11.2. Force majeure circumstances shall include natural disasters (floods, earthquakes, snowstorms, ice, significant decrease or increase in air temperature, and other natural calamities), biological, technogenic and anthropogenic disasters (explosions, fires, mass epidemics, epizootics, epiphytotics, etc.), social events (war or military actions, blockades, civil disturbances, acts of terrorism, mass strikes, etc.), actions or regulatory requirements of state authorities, technical failures in the Seller’s/Contractor’s systems, as well as other circumstances beyond the control and will of the Parties, which occurred after this Agreement entered into force, directly affect the actions of the Parties and make performance of obligations under this Agreement impossible.

11.3. A significant decrease or increase in temperature shall mean an actual decrease or increase in ambient air temperature to such a level at which the transportation of a shipment stored in a warehouse or in the cargo compartment of the Contractor’s vehicle or a vehicle of a third party engaged by the Contractor results in the shipment being spoiled, deformed, damaged, altered in its properties or qualities, or destroyed.

11.4. Upon the request of a Party, force majeure circumstances shall be confirmed by the Chamber of Commerce and Industry or by another competent state authority relevant to the specific case.

11.5. The duration of force majeure circumstances shall extend the time limits for performance of the Parties’ obligations under this Agreement for the corresponding period.

## **12. FINAL PROVISIONS**

12.1. The Contractor shall have the right to amend this Agreement by publishing a new version on the Website.

12.2. The version of the Agreement in force shall be the version published on the Website at the time of acceptance.

12.3. This Agreement shall be governed by and construed in accordance with the legislation of Ukraine.

## **13. INFORMATION ABOUT THE CONTRACTOR**

NOVA POSHTA GLOBAL LIMITED LIABILITY COMPANY

Location: 103, Stolichne Hwy, Kyiv, Ukraine, 03026

Reg. code (EDRPOU) 38130410

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