Terms of services provision

NP GLOBAL LLC

version № 11.26-2 dated on November 02, 2026

1. Definitions and abbreviations

1.1. **International express waybill (hereinafter – IEW)** is a numbered shipping document, which is a contract for the carriage of each individual international express shipment and contains information about the Sender, Receiver, the content and weight of international express shipment (hereinafter – shipment) and delivery cost.

1.2. **Invoice** is a document provided by the seller to the buyer and contains a list of goods, their quantity and price by which they are delivered to the buyer, formal features of the goods (color, weight, etc.), terms of delivery and information about the sender and Receiver.

1.3. **International express shipment (hereinafter – IES or Shipment)** – properly packed international shipments with documents or attachments (except those prohibited by the legislation of Ukraine or the country of destination for movement across the customs border), which are accepted, processed, transported by any type of transport based on international transport document for the purpose of delivery to the Receiver in an expedited method within a specified period.

1.4. **Sender** – a natural or legal person specified in the IEW as the Sender.

1.5. **Receiver** – a natural or legal person specified in the IEW as the Receiver.

1.6. Agreement – an agreement on the provision of international express delivery services, concluded between the Customer and NOVA POSHTA GLOBAL LLC (hereinafter – NPG or Contractor) in writing on paper.

1.7. **Public contract** – a contract posted on the website https://nova.global/ and concluded between the Customer (an individual) and the NPG through the accession of the Customer to its terms by taking action to obtain the services of the NPG, namely by the Customer's transferring of the IES to the NPG.

1.8. **Customer** – a payer of services for international express delivery (transportation) and/or services for customs clearance of the IES.

2. General provisions

2.1. These Terms of Service of NOVA POSHTA GLOBAL LLC (hereinafter – the Terms) apply and are an integral part to all agreements on the provision of international express delivery services concluded between NOVA POSHTA GLOBAL LLC and individuals or legal entities and regulate the procedure for providing a set of services related to international express delivery of shipments. The conditions of the version in force apply at the time of the IES transfer for the provision of NPG services. The current version of the Terms is published on the Contractor's website at: https://nova.global/ (hereinafter – the Site), and it takes effect from the date of its publication. The Contractor has the right to unilaterally review (change) these Terms. The Customer is obliged to check the Terms from time to time. The Customer's actions provided for in clause 2.3 of the Terms are regarded as unconditional consent and acceptance by the Customer of a new version of the Terms.

2.2. The Sender agrees that the Receiver has the preemptive right to determine and provide instructions to the Contractor or a person authorized by the Contractor on the time and place of delivery of the shipment, regardless of the time and place of delivery specified by the Sender and indicated in the IES. However, such changes/corrections are allowed only with the consent of NOVA POSHTA GLOBAL LLC and if they can be accepted before the IES is delivered to the Receiver.

2.3. By transferring the shipment to NPG, the Customer confirms that they are familiar with and agree to the Terms in force at the time of the shipment's sending, and undertake to comply with the Terms no matter if there is Sender's signature on IES or not.

2.4. In matters of necessary documentation, list of prohibited goods, etc., these Terms are governed by the laws of the Sender's and the Receiver's countries.

2.5. NPG has the right to involve third parties at its own discretion to fulfill its obligations before the Customer, as well as the right to choose or change the type of transport, route of transportation, and the order of the shipment's transportation.

2.6. In case of any discrepancies between the text of the Agreement / Public Agreement and these Terms, the provisions of these Terms shall prevail.

2.7. The invalidity of any of the provisions of these conditions does not entail the invalidity of other provisions, as well as the conditions of transportation in general.

2.8. Claims for the shipment's cost or special interest in accordance with the CMR or the Warsaw Convention / Montreal Convention do not apply.

3. Types, weight and permissible dimensions of shipments

3.1. Two types of shipments at the international delivery are distinguished:

3.1.1. Documents – business papers, business or private written correspondence, plane tickets, as well as any messages, information or data on any media (paper or electromagnetic, including floppy disks, CDs, films, etc.), which have no commercial and declared value and do not contain information, the movement of which across the customs border is prohibited by law or the movement of which requires the permission of the relevant government agencies of the country. A detailed list of content considered documents is provided on the Site.

3.1.2. Shipment – a shipment, the contents of which are objects, things, property, goods or materials with a declared value. Such shipment should be accompanied by an invoice, should be customs cleared in both the country of departure and the country of destination, and may be insured. If content of the Shipment is mentioned on the Site, such a Shipment is prohibited for acceptance.

3.2. The delivery cost of IES is determined by tariffs, in UAH, according to the type of shipment, countries of departure and destination , delivery area, weight, and selected service.

3.3. For the provision of international express delivery services in accordance with these Terms, shipments are accepted with restrictions in accordance with the type of service specified on the Site.

3.4. If the shipment's transportation requires certain conditions not prohibited by these Terms, or its weight or dimensions are greater than the restrictions for the standard format (1000 kg and 120cm * 100cm * 200cm), delivery of such IES is possible only by prior agreement, and time and the cost may differ from those given in the tariff. The Contractor has the right to refuse to accept shipments, the conditions of transportation for which he cannot satisfy. If the Sender has not previously notified the necessary conditions of delivery of the shipment, the Contractor is not responsible for the consequences of non-compliance with these conditions.

3.5. The actual weight is determined by weighing the shipment on the scales.

3.6. Volumetric weight is determined by measuring the dimensions of the shipment by the formula:

The sender is a legal entity: VOLUME WEIGHT [KG] = Length [cm] × Width [cm] × Height [cm] / 5000

The sender is an individual: VOLUME WEIGHT [KG] = Length [cm] × Width [cm] × Height [cm] / 4000

If the shipment has an irregular geometric shape (there are protruding parts), the volumetric weight is measured by its extreme dimensions.

3.7. The calculation of the cost of transportation of the shipment is based on the greater value of the volume and actual weight, unless otherwise specified, depending on the type of service.

3.8. The weight of the shipment can be checked by a representative of NPG and changed in case of non-compliance with the declared one. The shipping cost, in turn, can also be increased. Upon request from the Sender/Receiver, NPG may provide information about the cost change due to the control weighing. The NPG employee indicates the control weight in the IES. The Site displays a larger unit of weight.

3.9. NPG reserves the right to engage third parties for the performance of international transportation and to carry out technical updates or changes to the tracking numbers of the Shipment during the export of the IES. Such changes may occur, in particular, in cases where discrepancies between the parameters declared by the Sender and the actual characteristics of the Shipment (such as weight or dimensions) are identified during inspection at the Centralized Sorting station (CSS). The update of the tracking number is carried out solely to ensure transparent shipment tracking and continuity of the logistics chain.

4. Packing of shipments

4.1. The sender is fully responsible for ensuring the proper inner and outer packing of the shipment, in order to adequately protect its contents from the risks of damage arising during transportation, handling and sorting by automated sorting equipment (including possible falls from a height of 80 cm), and during loading, reloading and unloading with automatic devices,, as well as, if necessary, from different climatic conditions. The packaging must exclude the possibility of access to the contents of the shipment without leaving signs of disclosure. The sender is fully responsible for compliance with the above requirements for the shipment packing.

4.2. Dimensional international shipments weighing more than 30 kg (maximum weight is 70 kg for Express shipping), should be placed on a pallet of particleboard (with special marking IPPC 15) or packed in a plywood box, plastic boxes. In this case, the shipment should be fixed in the middle with struts-clamps to prevent its displacement.

4.3. The rules of IES packing are stated on the Site.

5. Dangerous, prohibited and not accepted items for shipping

5.1. The Contractor does not accept the IES for transportation, if it contains prohibited and dangerous items and such items that are not accepted for transportation according to the rules of NPG. The current list of dangerous and prohibited shipments and those that are not accepted for transportation is on the page: https://nova.global/. The Sender undertakes to check and compare this list from time to time.

5.1.1. In the case of sending the IES, the content of which may be considered an object of material and non-material culture that has artistic, historical, ethnographic, and scientific significance and is subject to preservation, reproduction and protection in accordance with the laws of the Sender's country, the obligation to prove that the content of such IES is not cultural value, relies solely on the Receiver or Sender and at their expense.

5.1.2. In the case of transportation of the IES, the contents of which may be considered as weapon, the obligation to prove that the contents of such IES is not weapon relies solely on the Receiver or Sender and at their expense.

5.1.3. In the case of forwarding the IES, the content of which requires the provision and/or obtaining permits of the state authorities of the country of the sender and/or the Receiver, the obligation to obtain any permits required for customs clearance relies solely on the Receiver or the Sender and at their expense.

5.2. By sending a shipment for transportation to the NPG, the Sender confirms that the shipment does not contain dangerous or prohibited items in accordance with this section. The NPG does not check whether the shipment is subject to special conditions of carriage. If the Sender has any doubts about the safety of the shipment during transportation, the Sender should inform the NPG and make a request (an official letter) regarding the possibility of transporting the shipment, taking into account the specifics of the shipment. If the Sender has not informed NPG about these aspects, by sending an official letter, it is considered that the shipment does not contain items that are dangerous, prohibited or not allowed for transportation by the Contractor.

5.3. The Sender shall be liable for any direct or indirect losses arising in connection with the transportation of shipments that are not permitted for transportation under this section or in cases when NPG has not been accordingly informed of the specifics of the shipment's transportation.

5.4. In case if the Sender violates the conditions specified in paragraph 5.1 of these Terms or the conditions of notification described in paragraph 5.2, any liability for loss or damage by NPG is excluded.

5.5. NPG reserves the right, without any liability and further claims on the part of the Customer, to refuse to accept or suspend the provision of services for shipments that are dangerous for transportation or prohibited by law, by NPG rules or by third party rules (involved by NPG to fulfill its obligations to the Customer).

5.6. If in the process of transportation of the shipment through the customs territory of Ukraine (during export), representatives of the NPG find out that the contents of the shipment belong to the list of dangerous, prohibited, and those that are not accepted for transportation, NPG has the right to return such a shipment to the Sender at their expense to one of the following addresses:

- to a service point of Nova Poshta LLC previously agreed with the Sender, NPG or other authorized representative of the NPG;
- to the service point of Nova Poshta LLC, NPG or other authorized representative of the NPG from which the shipment was made (in case of lack of communication with the Sender).

5.7. The term of storage of the shipment, after delivery to the relevant service point, according to Clause 5.6 of these Terms, is:

- 24 calendar days (for the territory of Ukraine);
- Storage periods for returned shipments in other countries in which NPG operates directly or indirectly are determined separately, on an individual basis, depending on the specifics of each country and are communicated to the Sender by authorized representatives of NPG by means of communication.

5.8. If the shipment contains food, NPG has the right to dispose of such shipments at its own discretion in accordance with clause 14.4 of these Terms. NPG shall not indemnify any losses that the Sender may incur in connection with NPG's transportation of such shipment , including freight charges.

6. Security check of shipments

6.1. NPG has the right to check shipments for its accordance with security terms and the absence of prohibited items in accordance with paragraph 5.1. of these Terms. The security check shall be carried out by using X-rays or, if there is reason to believe that the contents of a particular consignment should be excluded from the transportation process, by opening the shipment. The sender definitely agrees with such shipment security checks. Shipment security check time is not included in the standard transportation time.

6.2. If the results of the shipment's security check, which provided for the disclosure of the consignment, reveal that the contents are not dangerous or prohibited for carriage, such consignment shall be properly packed and continue the transportation to the Receiver's address.

6.3. If during the security check of the shipment it is found that the contents of the shipment are prohibited, dangerous or not allowed for transportation, NPG has the right to refuse further transportation of such shipment with mandatory notification of the Sender of such refusal. The Sender must immediately pick up the shipment at their own expense. If the Sender does not request shipment within five working days, paragraph 11.13 of these Terms shall apply. If the content of the shipment indicates signs of a criminal offense, NPG has the right to notify law enforcement agencies or other competent public authorities.

6.4. NPG shall not be liable for direct or indirect losses caused by damage as a result of shipment security inspections, in accordance with the terms of this section.

7. Declared value of shipment and payments

7.1. The value of the IES shall not exceed the equivalent of 10,000 Euros or the equivalent of this amount in the national currency of the sender's country.

7.2. The sender may, subject to the payment of the surcharge to the freight payment (carriage fee) agreed by the Parties, declare the value of the cargo that exceeds the limit specified in 7.1 of these Terms in the consignment note, and in this case the declared amount replaces such limit.

7.3. The declared value of the shipment should be equal to the real (market) value of the shipment. In this case, shipments with the type “Documents” have no declared value.

7.4. The customer should pay and reimburse the reasonable NPG’s expenses, including storage costs, any losses, taxes, and customs duties that may be incurred and/or paid by NPG due to the fact that the IES does not comply with any restrictions or provisions, provided by the Agreement / Public Agreement and/or the Terms.

8. Information required for registration of shipment

8.1. All IES are accompanied by an international express waybill containing the following information:

8.1.1. Sender Information:

8.1.1.1. For legal entities and natural persons-entrepreneurs – name, address *, full name, mobile phone number, and email of the contact person.

8.1.1.2. For individuals – name, address *, phone number and email.

8.1.1.3. Country and city of departure.

8.1.1.4. Postal code.

8.1.2. Receiver Information:

8.1.2.1. For legal entities and natural persons-entrepreneurs – name, address *, full name, mobile phone number and email of the contact person.

8.1.2.2. For individuals – name, address *, phone number which is valid in the Receiver’s country.

8.1.2.3. Country and city of the shipment’s delivery.

8.1.2.4. Postal code of the shipment’s delivery **.

8.1.3. Information about the Shipment:

8.1.3.1. Number of shipment’s places.

8.1.3.2. Actual weight and dimensions of the shipment.

8.1.3.3. Declared value.

8.1.3.4. Content description.

8.1.4. Payer for the delivery services *.**

8.1.5. Selected type of the delivery service.

8.1.6. Additional Services.

8.1.7. Other information that may affect the quality, timing, and cost of the services.

8.1.8. If there is a branch office of NOVA POSHTA GLOBAL LLC in the departure or destination country, an NPG service point may be selected as the address of delivery there.

8.1.9. NPG has the right to forward the shipment to the branch office of the Contractor in the Receiver's country in case the Receiver does not object.

8.2. The customer should provide documents confirming the shipment's value.

8.3. For shipments of the "Cargo" type, a proforma invoice or a commercial invoice must be issued. These documents must be approved by the signature **** (for individuals) or the seal of the Sender (for legal entities). The commercial invoice is issued by the Sender and must be printed on the official form of the legal entity and approved by the company seal (if any) and signed by the chief accountant and manager. The invoice must be securely attached (glued) in a visible place on the outer packaging of the Shipment with the note "customs documents".

8.4. For export shipments accepted from natural persons whose declarant is the Contractor, the Sender entrusts the Contractor with the right, on behalf and in the interests of the Sender, to prepare, including certifying with his own signature, documents confirming the value of the goods transported in the shipment (invoice) in accordance with the current legislation of Ukraine.

For the purposes of this clause, as well as clause 8.7 of these Terms, the Contractor has the right to request, and the Sender undertakes to provide clarifying information, additional documents, etc., regarding the shipment. In the event of the Sender's refusal to provide the specified information or documents, the Contractor has the right to refuse to provide services to the Sender and return the shipment to the Sender, while the Contractor is released from any responsibility, including, but not limited to, the following: lost profit; any fines imposed on the Sender by business entities or government bodies.

8.5. The customer must provide additional documents required by the customs authorities of the Sender's or Recipient's country.

8.6. All data must be provided in English and/or the language of the Recipient's and/or Sender's country, if required by the customs authorities of the Recipient's and/or Sender's country (otherwise, the Customer agrees to automatic translation and transliteration). *****

8.7. At the request of government authorities, during customs clearance, the Sender or Recipient must provide additional documents and/or information about the goods being shipped, as well as about the identity of the Sender or the Recipient.

8.8. The Sender is responsible for the validity, completeness, and accuracy of the information about the goods transported in the shipment, indicated in the IEW, and for ensuring that valid, complete, and accurate contact details of the Sender and the Recipient are indicated on all packages of the IEW. The Sender is responsible for ensuring that the IES is properly packed, marked, and labeled, that its contents are described and classified, accompanied by documentation that may be required for carriage in each case, and that all requirements of these Conditions and applicable laws are complied with.

8.9. The Sender agrees that in the case of sending (returning the goods) to the addresses of online stores, they must notify the Recipient and get their confirmation about the possibility of receiving the shipment from NPG.

8.10. If a specific type of service is not selected in the IEW or other accompanying documentation of NPG, the transportation will be carried out under the conditions of a standard service.

Note: * for services of the "service point" type, the number and address of the service point shall be indicated.

Note: ** without providing a postal code, the shipment may not be accepted for carriage.

Note: *** in the absence of other agreements, the Receiver pays for customs brokerage services upon import, and the Sender pays for exports. This does not affect customs duties in the country of destination.

Note: **** The Customer – an individual authorizes NPG to reissue the proforma invoice if necessary, as well as on behalf of the Customer to certify it with the seal of NPG on the basis of physical inspection and control weighing.

Note: ***** in case of automatic translation and transliteration, the Customer waives any claims due to delays or increase in the cost of services related to the results of automatic translation and transliteration of information required for registration of the shipment.

9. Conditions of accepting shipments for transportation

9.1. Shipments (including return of unclaimed shipments) can be accepted in the following ways:

- pickup of the shipment at the address of the Sender;
- acceptance at the service points of NPG or authorized partners.

9.2. NPG reserves the right to refuse the Sender to send the shipment and will not bear any responsibility.

9.3. If the payer of services is the Sender, and the form of payment is cash, the Sender must pay the NPG representative when transferring the shipment.

9.4. The Sender and/or the Customer is obliged to inform the Receiver about the IES number, approximate delivery date, the cost of delivery (if the payer is the Receiver), about the possible accrual and amount of duty that may be paid as a result of delivery of the IES to the destination country and these Terms.

9.5. International shipments should be accepted only in open packages.

9.6. In case of failure of the Sender to fulfill the requirements of part 2 of clause 8.4 of these Terms within 24 calendar days (for IES shipped from Ukraine) or within another period previously determined and notified by NPG to the Sender (for any other countries of shipment), by means of communication, the Contractor reserves the right not to take any action against the IES until the Sender provides the necessary information and/or return such shipment to the Sender or dispose of such shipment in the manner provided for in clauses 14.3, 14.4 of these Terms.

9.7. Acceptance of shipments weighing more than 30 kg from the address of the Sender is carried out from the ground floor of the building.

10. Conditions of reception of shipments

10.1. Depending on the available service chosen by the Customer, the IED can be delivered in one of the following ways:

- Recipient's address
- delivery to the Post Office of the NPG representative in the Recipient's country
- service points of the NPG representative in the Recipient's country.

10.2. NPG may deliver the shipment to the Receiver specified in the IES or to any other person* who appears to be entitled to receive the IES on behalf of the Receiver (for example, persons in the same premises as the Receiver or the Receiver ‘s neighbors), except , when there are reasons to doubt the right of such a person to accept shipment. The signature of such a person confirms the provision of services (performance of obligations) by NPG in full. NPG is not obliged to verify the identity of the Receiver (for example, to ask for identity documents).

10.3. If a delivery attempt fails, NPG has the right to use any alternative delivery methods. Such alternative methods include, but are not limited to: redirecting delivery to an alternative address; permitting the courier to leave the IES in the Receiver’s premises; changing the service selected by the Sender or the delivery date; delivery of the shipment to a person who is in the neighborhood of the Receiver (in the same building and who can accept delivery). If no person is in the neighborhood or in the same building, delivery can be made to any person in the next building (which, however, should not be further than 50 m), or to the nearest NPG`s service point.

10.4. The Customer/Sender refuses any claims that may arise against NPG if NPG acted in accordance with the instructions received from the Receiver. NPG or its partners/contractors may use electronic devices to confirm delivery and the Sender agrees that they will not object when NPG refers to a printed copy of the Receiver's signature received and stored electronically.

10.5. If receiving of the IES is carried out on the territory of Ukraine, the Receiver must provide the NPG representative with the order number or the number of the IES by which the shipment was sent and confirm their identity by providing a confirmation SMS code (for shipments delivered to service points with a declared value of less than 15,000 UAH, if the Receiver is an individual person) which was sent to the telephone number indicated in the field "Telephone", part "Receiver" of the IES or provide documents confirming the right to receive the shipment:

10.5.1. The individual person should present their ID to the NPG representative.

10.5.2. Legal entities and natural persons-entrepreneurs should provide the NPG representative with a power of attorney and with the authority to receive the shipment and an identity document in accordance with the power of attorney.

10.5.3. Individual entrepreneurs can receive shipments personally without a power of attorney by presenting a document that is confirming the identity of the Receiver specified in the IES.

10.6. In case of a claimed cash payment for transportation or services by the Receiver, the Receiver must pay in cash for the services provided to the NPG representative. Cash payment is made only in the currency that is the main official means of payment in the Receiver's country, the amount is converted at the exchange rate of the Central Bank of the Receiver's country on the day of departure of the shipment from the customs of the Receiver's country.

10.7. The Receiver undertakes to sign the IES of the international standard and the IES by which the shipment was delivered to the service point or to the address of the Receiver (if applicable), as proof of reception of the shipment and all ordered services.

10.8. Shipments that weigh more than 30 kg may be delivered by NPG only to the ground floor of the building.

10.9. If the Contractor has delivered a shipment to the wrong Customer (by mistake), the Receiver (owner) of which is another person, the Customer must return such shipment to the Contractor as soon as possible. Otherwise, the Contractor reserves the right to apply to law enforcement agencies with a statement of actions that have signs of a criminal offense – "Illegal appropriation of the found or another person's property".

Note:* – The shipment can be issued only to a natural person – the recipient, who has reached the legal age under the legislation of the country of destination. Shipments sent to natural persons – recipients who have not reached the legal age under the legislation of the country of destination, are accepted only on the condition that the possibility of such a shipment is previously agreed with NPG.

11. Customs declaration

11.1. If in cases prescribed under the law or at the request of the Sender, the duties of the customs declaration of the IES are entrusted to the Contractor, it is the duty and responsibility of the Sender to provide and inform the Recipient of the need to provide the Contractor with complete, accurate, and true information and documentation (Invoice, Certificate of Origin, etc.) about the IES, for the provision of customs declaration services.

11.1.1. If during the importation of the IES into the customs territory of the country of destination, the Contractor finds out, during the provision of services for the customs declaration of the IES, that the information about the IES or the accompanying documents to the IES contains inaccurate, incomplete or false information about the goods moved into the IES and/or about the Recipient's identity, the Contractor has the right to refuse to provide services for customs declaration of such IES until the Sender or the Recipient provides accurate, complete or true information about the IES and/or the identity of the Recipient. At the same time, the Contractor is released from responsibility for the violation of the terms of delivery of such IES.

In the case of fines applied to the Contractor by the customs authorities of the country of destination, as a result of the submission of inaccurate, incomplete or false information about the IES, the Sender and/or the Recipient are obliged to reimburse the Contractor in the amount of fines paid in the order of a retroactive demand.

11.2. The IES is subject to customs clearance and customs control in the manner prescribed by the legislation of the Sender's and the Receiver's countries. In this case, NPG has the right to request the customs authorities:

- provide them with data about the IES contents and/or other information necessary for customs clearance of the shipment;
- at the expense of the Customer to carry out quality determination, loading and unloading works, opening of packaging, inspection of the shipment.

11.3. The period of IES storage detained at customs (under customs control) until the receipt of accompanying documents, the presence of which is provided by customs rules of the legislation of the country may not exceed the period established by the legislation of that country.

If the Receiver fails to provide the above documents and/or fails to take any other actions required for customs clearance of the IES five days before the expiration of the statutory period of storage of the IES under customs control, such IES shall be exported in the opposite direction.

NPG is not liable for delays and damages, including lost profits, as a result of such delays, as well as for the actions or inaction of third parties.

11.4. If NPG is required to pay any taxes, fees or deductions on behalf of the Sender or the Receiver NPG has the right to make such payment with subsequent compensation of such payment by the Sender or the Receiver upon receipt/return of the IES.

11.5. Customs clearance of export takes place in the country of destination or in the country of transit of the shipment, depending on the type of service. The availability of customs duties is determined by the legislation of each country depending on the Customer (individual or legal entity) and the declared value of the shipment. Only the Receiver may act as a payer for customs brokerage declaration of exports, as well as for customs payments. The exact amount of customs duties is determined only after delivery to the country of destination.

11.6. The responsibility for the payment of services, charges and any other costs that must be paid by the Receiver in another country rests with the Sender.

11.7. The Customer undertakes not to allow the simultaneous order for customs clearance of IES to NPG and third parties at the same time.

11.8. During customs clearance by the customs authorities of the country of destination, upon importation into the customs territory of the country of destination of goods transported in the IES, in the event that signs of a batch of goods/ commercial consignment (in the sense of the customs legislation of Ukraine) are detected in one or more international express shipments, for taxation purposes, the customs authorities Ukraine can sum up the cost of:

- goods sent from the same Sender to the same Receiver on one commodity-transport document (in one IEW);
- goods sent from several Senders to the same Receiver and which arrived at customs within the same day.

If the total value of such goods exceeds the amount of the non-taxable minimum, they are subject to customs duties in the amount exceeding the minimum.

11.9. The Customer is obliged to pay customs duties accrued / accrued during / after customs clearance of the Customer's IES in connection with the recalculation of the value of goods by the customs authorities in the IES, changes in customs duties, and other grounds, as well as the amount of financial sanctions due to late payment of these taxes, customs duties and payments.

11.10. To confirm the actual value of the goods contained in the IES, the Sender or the Receiver may provide NPG with additional documents: bank statements, confirmation of payment from the online store, etc.

11.11. If the customs authorities find out that the Sender erroneously or intentionally indicated an overstated or understated value of goods contained in the IES on the date of crossing the customs border of the country of destination, NPG has the right to refuse the Customer to provide customs declaration services for such IES.

11.12. If the Sender/Receiver has refused the customs declaration services or the Sender/Receiver has not taken the actions necessary for customs declaration (no documents have been provided, incomplete set of documents has been provided, etc.) or there is no connection with the Sender/Receiver within the period provided for customs clearance, such shipment is considered unclaimed.

11.13. The Contractor is not responsible for the preservation of unclaimed shipments and has the right to dispose of such shipments at their discretion, in particular to cover the costs associated with the provision of services in the manner prescribed by paragraph 14.3 of these Terms.

11.14. NPG may provide services of a customs broker at the expense of the Sender or the Receiver and carry out customs declaration procedures within the framework of the current legislation.

12. Additional services

12.1. The Shipment Tracking service allows to track the location of the shipment at any time by the IEW number (by order number). You can use the service on the Site by entering the order or IEW number in the designated window.

12.2. Other additional services are paid and the possibility of their provision depends on the individual country.

13. Storage

13.1. The number of days of “free” storage (storage cost is included in the cost of delivery) from the moment of the shipment’s arrival at the point of delivery, as well as the number of guaranteed attempts of delivery to the Receiver’s door (if it has been ordered) is determined by the Receiver’s country.

13.2. The period of free storage of shipments at the branch in Ukraine is 24 calendar days, with the exception of shipments that were delivered from the Temu online store.

13.3. The free storage period for shipments delivered to Ukraine from the Temu online store, in the service points, post offices and/or by courier delivery is 4 (four) calendar days, without the possibility of their further storage.

13.4. Starting from the next day after the specified period of free storage of the shipment, payment is charged according to the current tariffs indicated on the Site.

13.5. Depending on the country, after the last day of free storage (the last delivery attempt), the shipment shall be returned to the NPG warehouse for further storage. The maximum storage period for a shipment at the NPG warehouse is 14 calendar days, except where the legislation of the country of destination provides for a period shorter than 14 calendar days. For unclaimed shipments, the storage period shall be calculated from the date on which the shipment acquires unclaimed status; for customer returns, from the date on which they are placed in the NPG warehouse. The provisions of this clause shall not apply to shipments delivered from online stores or marketplaces, for which the storage procedure and periods are determined by the terms of the relevant seller or platform.

13.6. The Receiver must carry out customs clearance of the shipment independently or order the relevant service with NPG within the terms established by the current legislation of the respective country and these Terms. In case the Recipient fails to clear the shipment, NPG reserves the right to return such shipment to the Sender. In this case, the costs of the return of the shipment are paid and/or reimbursed by the Customer.

13.7. The period of storage of IES under customs control at the central sorting station of the Contractor in Ukraine may not exceed 30 calendar days. In case the Receiver fails to provide the documents and/or fails to take any other actions required for customs clearance of the IES within 24 calendar days from the arrival of the IES at the central sorting station of the Contractor, such IES shall be exported in the opposite direction.

14. Disclosure, return, use and disposal of shipments

14.1. The Contractor has the right to open, return, use at its discretion or dispose of the shipment in accordance with the following.

14.2. The Contractor has the right to open the shipment for the following purposes:

14.2.1. In order to preserve the contents of the damaged shipment;

14.2.2. For the purpose of identifying the Receiver or the Sender, if this cannot be done by other means;

14.2.3. In order to eliminate the risks that may be caused by the shipment, in relation to any persons or their property;

14.2.4. In order to check for compliance with legal requirements and orders of public authorities.

14.3. A shipment is considered unclaimed if the Sender or Recipient does not respond to the Contractor's requests for further instructions or has not collected the shipment within 24 calendar days in the territory of Ukraine or within another period previously determined and informed by NPG to the Recipient (for any other destination countries), by means of communication. Except for the cases and period established in clause 13.3 of the Terms.

For unclaimed IES *stored by NGPs on the territory of Ukraine:*

The Sender and/or the Recipient confirms that the absence of the following actions on their part regarding the shipment within the specified period indicates that the Sender or the Recipient has given up ownership of the specified shipment in favor of the Contractor in accordance with Art. 347 of the Civil Code of Ukraine.

The executor acquires the right of ownership of the specified shipments in accordance with Article 336 of the Civil Code of Ukraine.*

14.4. The Contractor is not responsible for the preservation of the shipment and has the right to dispose at its own discretion of the unclaimed shipment or such that cannot be delivered, in accordance with clause 14.6, in particular for the purpose of covering the costs associated with the provision of services, without prior agreement with the Sender, as a result of the following circumstances:

- the shipment contains food products (this provision applies to exports from individuals);
- the contents of the shipment spoil quickly;
- the condition of the shipment justifies such an action;
- the value of the shipment's contents does not justify the cost of its storage;
- the contents of the shipment pose a danger to people or property;

*- The Contractor acquires ownership of the shipment at the value specified in the invoice.

14.5 The Sender is responsible for reimbursing the Contractor for all costs incurred by the Contractor as a result of the opening and/or use and/or destruction and/or return of the shipment from abroad.

14.6 Cases in which it is not possible to deliver the shipment (including, but not limited to):

14.6.1. The shipment was not delivered to the address after several delivery attempts.

14.6.2. The contents of the shipment are prohibited by the country's law.

14.6.3. Shipment is not cleared through customs within 24 calendar days.

14.6.4. The political situation is difficult in the country.

14.6.5. Shipment is with damage that is not subject to further transportation.

14.6.6. The Receiver refused to receive the shipment.

14.6.7. Shipment is not requested by the Receiver.

14.7. In the cases described above (except for prohibited, dangerous and damaged shipments) NPG with the consent of the Customer returns or disposes of this shipment. In this case, the Customer undertakes to pay any costs incurred by NPG in connection with the return or disposal.

14.8. If the Customer's approval and payment guarantee for return are not received, within 14 calendar days after the arrival of the shipment to the NPG warehouse, NPG reserves the right to dispose of the shipment at its own discretion without any liability to the Sender and the Receiver.

14.9. If, before the expiry of the storage period specified in clause 13.5 of these Terms, the Receiver or the Sender submits a request for redelivery, the shipment shall not be subject to return or disposal and shall be sent for redelivery. Redelivery at the Receiver's request shall be performed no more than once. If the redelivery is unsuccessful, the shipment shall be returned to the NPG warehouse, and the Customer shall be granted an additional period of 14 calendar days to provide instructions on further handling of the shipment, upon the expiry of which the provisions of clause 14.8 of these Terms shall apply.

15. Terms of delivery and collection of shipments

15.1. Terms of delivery of IESs are specified in working days from the capital to the capital and do not include the day of collection. Delivery times are indicative and may not be construed as clearly defined and guaranteed, may

differ from those specified in the IEW or on the Site and do not include:

- day of transfer of IES for transportation;
- days off;
- official holidays;
- days on which banking institutions do not work;
- duration (periods) of delays related to the security check of shipments;
- terms of customs clearance of the shipments;
- delays caused by circumstances beyond the Contractor's control.

15.2. The collection terms are also indicative and cannot be regarded as clearly defined and guaranteed deadlines for collection.

15.2.1. In case the Sender does not provide information about the goods indicated in the IES, provided by the requirements of Part 2, Clause 8.4 of these Terms, the approximate delivery time to such Shipments does not apply. The Contractor is released from liability in case of exceeding the terms of delivery (transportation), as provided by domestic and international law.

16. Complaints and responsibilities of the parties

16.1. In case of consideration of claims, including for the purpose of defining the bases, the order and the size of compensation of losses to the Customer:

16.1.1. In international air transportation, the following provisions apply:

- Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed in Warsaw on 12 October 1929 (Warsaw Convention), as amended;
- Convention for the Unification of Certain Rules for International Carriage by Air, signed in Montreal on 28 May 1999 (Montreal Convention), as amended.

In application, the provisions of the Montreal Convention take precedence over the provisions of the Warsaw Convention.

16.1.2. The provisions of the Convention on the Contract for the International Carriage of Goods by Road, signed in Geneva on 19 May 1956 (Geneva Convention), shall apply to international carriage by road.

16.1.3. In the case of mixed transport operations carried out partly by air and partly by road, the provisions of the conventions defined in subparagraphs 16.1.1., 16.1.2. Shall apply according to the mode of carriage, taking into account the specificities provided for in the conventions.

16.1.4. If the provisions of one of the conventions defined in sub-clauses 16.1.1., 16.1.2. do not apply, NPG and the Customer will be guided by the relevant national legislation.

16.2. NPG must be notified about all submitted claims in writing as soon as possible:

16.2.1. In case of loss or damage of the shipment the claim shall be sent no later than 14 (fourteen) calendar days from the planned (estimated) date of receipt of the shipment In case of international air transportation.

16.2.2. In the case of international road transport, in case of loss or damage to the goods, provided that such loss or damage is obvious, the claim is made at the time of acceptance of the goods, and in case of loss or damage is not obvious – no later than seven days after receiving the cargo, excluding Sundays and holidays.

16.2.3. The claim is sent no later than 21 (twenty-one) calendar days from the date when the goods were transferred to the Receiver in case of delivery delay for both international air and international road transport.

16.3. The claim for compensation for any damages is submitted in paper form and must contain the following information: date of compilation; IEW numbers for which claims are filed; detailed reasons for filing a claim (amounts of damage and/or loss, replacement) for each of the IESs; the amount of claims; signature and seal (if any) of the Customer.

16.4. Claims regarding any indirect damages of the Customer are not accepted by the Contractor.

16.5. Liability of NPG:

16.5.1. Limits of liability of NPG.

16.5.1.1. In case of complete loss or damage of the IES due to NPG, NPG returns to the Customer the amount equal to its declared value, but not more than the actual value of the IES, and the charge paid by the Customer in accordance with the relevant IEW. In case of full compensation of the declared value for the damaged IES, the Customer returns the IES for which the compensation was received to NPG.

16.5.1.2. In case of partial loss or damage of the IES due to NPG, NPG returns to the Customer the relevant part of the IES declared value.

16.5.1.3. The maximum amount of compensation may not exceed the value of the IES indicated in the relevant field of the IEW, but in any case not more than 10,000 euros. In this case, the compensation for the NPG's delay may not exceed the amount of the transportation cost.

16.5.1.4. The amount of compensation payable is calculated at the official exchange rate of hryvnia to foreign currencies established by the National Bank of Ukraine on the date of registration of the IEW.

16.5.1.5. Notwithstanding the terms of subparagraphs 16.5.1.1. – 16.5.1.3., if, in accordance with sub-clauses 16.1.1. – 16.1.3., the provisions of one of the conventions apply to the regulation of relations – the liability of NPG is established and limited by the provisions of the relevant convention.

16.5.2. Except where the provisions of the conventions defined in subparagraphs 16.1.1., 16.1.2., or the provisions of the relevant national law, in accordance with subparagraph 16.1.4., require otherwise, NPG shall not be liable:

- for non-delivery / delay of delivery of the shipment in case of refusal of the Receiver to receive the shipment without proper grounds (damage, loss, etc.) or providing the Customer/Sender with incorrect / not full information about the terms of delivery of the IES;
- for damage of the IES without packaging or in packaging that does not ensure its integrity or does not meet the characteristics of the IES;
- for the integrity, protection of the IES or its lack in the event that the IES is delivered to the Customer in a whole/undamaged package, as well as if the detected damage to the packaging does not coincide with the damage of the IES;
- for compliance with the temperature regime during transportation of IES;
- for such losses as: costs of alternative transportation, loss of profit, loss of commercial opportunities or income, which were caused as a result of non-use of the IES due to any loss, damage or delay in delivery;
- if the loss of the IES, its damage or delay of its delivery occurred due to actions, negligence and/or instructions of the Customer/Sender, not caused by actions or negligence of NPG, due to defect of cargo or due to circumstances or consequences which NPG could not avoid;
- for damage caused by the delay, if NPG prove that they, their employees and agents have taken all measures that might be necessary to avoid the damage, or that it was impossible for them to take such measures;
- in case of additional accrual to the Customer after customs clearance of the Customer's IES and issuance of the IES under a certain customs regime of taxes, customs duties and charges (due to changes in customs duties, customs duties and other customs duties, regulatory requirements and other grounds), as well as in case of application of financial sanctions in connection with late payment of these taxes, customs duties and payments to the Customer;
- for losses incurred by the Customer before or after customs clearance of the IES, in particular in case of detection of a shortage of customs taxes and fees after customs clearance by the customs authority, as well as in case the Customer fails to provide in full the documents and information required for customs clearance;

- for detection by the customs authority of cases of smuggling by the Customer and other crimes in the field of customs, as well as violation of customs rules, including during the inspection of its financial and economic activities, and indicating knowingly false information when filling out customs or other documents;
- if the content of the IES consisted of any prohibited items, including identity documents, even if NPG erroneously accepted such a shipment;
- for refusal to pay any illegal payments in favor of the Customer/Sender/Receiver;
- for actions or inaction of the Customer, which violate the requirements of legislative and regulatory acts of countries of origin and/or destination before, during or after customs clearance;
- for refusal to provide services in respect of certain shipments of the Customer or in respect of all shipments of the Customer in case of non-provision or untimely provision by the Customer of all necessary documents for customs clearance, provision by the Customer of incomplete and/or unreliable information and documents by the Customer, detection of violation of the laws of Ukraine and/or other applicable laws by the Customer, as well as in the case when NPG has sufficient grounds to believe that the actions or inactions of the Customer do not comply with the law, may lead to criminal or other liability under the applicable law.

16.5.3. The responsibility of NPG for the integrity of the IES ceases from the moment of its issue to the Receiver, as their signature on the IEW confirms.

16.6. Customer's responsibility:

16.6.1. The Sender is responsible for the completeness and correctness of the information specified in the transport documentation attached to the shipment, as well as for the correctness of the information about the address, telephone number and email of the Receiver.

16.6.2. For shipments subject to customs duties, the Sender is responsible for the availability and completeness of the documentation required for customs clearance.

16.6.3. The Customer is responsible for all negative consequences (damage of the IES, breakage, deformation, etc.) in case they use improper packaging for the IES (packaging that does not meet the characteristics of the IES, its weight or established standards, technical conditions and requirements for IES packaging) and lack of special marking.

16.6.4. If the IES which was transferred by the Customer contained toxic, radioactive or chemical substances, acids or other dangerous compounds, the Customer shall be fully liable for damages caused to third parties whose IESs were transported or stored together with the Customer's IES.

16.6.5. The Customer is liable to NPG in the form of a fine equal to the amount of the financial sanction applied to NPG or the amount of the fine imposed on the NPG's official, or the amount of other types of financial liability applied to NPG or its executives in case of application of financial sanctions, fines, other types of financial liability to NPG or its officials provided by the legislation of the country of departure or the country of destination, in connection with the provision by the Customer of incomplete and/or inaccurate information and documents, other violations by the Customer, as well as in connection with the Customer's late provision of the necessary documents and information.

16.6.6. In case of untimely compensation of customs payments paid by NPG on behalf of the Customer, the Customer grants NPG the right to withhold the IES, until the Customer compensates the customs payments. If the delay of compensation lasts more than 3 calendar days from the date of notification of the Customer about the need for such compensation, NPG has the right to sell IES and, at the expense of funds received from such sale, to compensate customs duties and/or other fees paid by NPG. NPG is obliged to transfer the difference in the amounts to the Customer within 7 (seven) calendar days from the date of the Customer's providing its bank details.

16.6.7. If the Sender, the Receiver or other party fails to pay any amount under the relevant agreement between the Contractor and the Sender/Receiver governed by these Terms within 30 calendar days, the Contractor shall have the right to retain the Shipment transferred to them for transportation and to ensure payment for transportation to and other payments, unless otherwise provided by law, other regulations or follows from the essence of the obligation.

16.6.8. The Carrier (Contractor) may sell the cargo (Shipment) without waiting for instructions from the person entitled to dispose of it, if the cargo is perishable or if its condition requires so, or if the cost of storing the cargo (Shipment) is too high compared to its cost. In other cases, the carrier (Contractor) may also sell the goods, if in due time they have not received from the person entitled to dispose of the goods, the opposite instructions, the implementation of which may rightly be required of them (Part 3 of Article 16 of the Convention on the Contract for the International Carriage of Goods by Road (CMR)). It will be considered that the Sender/Receiver has waived the right of ownership of the shipment, as specified in paragraph 14.3 of these Terms. Any payment difference not paid by the debtor remains due

16.6.9. If, during the issuance of the IES, the Parties find a damaged IES or an IES missing from the whole (undamaged) package, the responsibility for any damage, lack or absence of IES content inside the package is imposed on the Sender.

17. Circumstances of force majority (force majeure)

17.1. The Parties shall not be held liable for the non-performance (improper performance) of their obligations if such non-performance (improper performance) occurred as a result of force majeure circumstances. Relief from liability shall apply provided that the Party in breach proves the existence of force majeure circumstances and a causal link between such circumstances and the non-performance (improper performance) of the respective obligation.

17.2 Circumstances of force majeure are deemed to include natural disasters (floods, earthquakes, snowstorms, black ice, significant drops or rises in air temperature and other natural disasters), disasters of biological, technogenic and anthropogenic origin (explosions, fires, mass epidemics, epizootics, epiphytotics, etc.), war, military operations, armed conflict, missile and drone attacks, shelling, air strikes, acts of sabotage, terrorist acts, blockades, the imposition of a curfew, mobilisation, actions by the military and other state bodies, the imposition of restrictions on movement, the evacuation of the population or personnel, as well as other circumstances of public life, actions or regulatory requirements of public authorities, technical failures of information and communication systems, damage to or destruction of warehouses, terminals, vehicles, equipment, goods, infrastructure and other facilities necessary for the performance of obligations under this Agreement, as a result of missile, drone, artillery or other attacks, shelling, explosions, fires or other consequences of military operations, prolonged or emergency power cuts, disruptions to telecommunications or other communications, as well as other circumstances beyond the control and will of the Parties which objectively render impossible or substantially impede the performance of obligations under this Agreement.

17.3. A significant drop or rise in temperature is understood to mean an actual decrease or increase in the ambient air temperature to a level at which the transport and/or storage of the consignment in the warehouse, in the cargo compartment of the Contractor's vehicle or that of a third party engaged by the Contractor is objectively impossible or creates a risk of spoilage, deformation, damage, alteration of the properties or quality, or destruction of the consignment, provided that the consequences of such temperature exposure could not have been prevented by the Contractor through the application of reasonable and feasible measures.

17.4.For the duration of the force majeure circumstances, the time limits for the Parties to fulfil their respective obligations under the Contract shall be extended for the duration of such circumstances and for a reasonable period necessary to resume the fulfilment of the relevant obligations once they have ceased. Such an extension shall apply exclusively to those obligations whose performance has been directly prevented or substantially impeded by the relevant force majeure circumstances. For the duration of the force majeure circumstances, no penalties, fines, interest, other liquidated damages or sanctions shall be charged or imposed on the Contractor for any delay or other breach of obligations caused by such circumstances.

17.5.In the event of damage to or destruction, as a result of force majeure, of warehouses, terminals, vehicles, equipment or other infrastructure necessary for the performance of the Contract, the time limit for the performance of the relevant obligations shall be extended for the period objectively necessary to restore the ability to perform them, including the repair of damaged property, the relocation of operations to another site, the mobilisation of alternative resources or the restoration of the relevant infrastructure.

17.6.In the event of damage to, destruction of or loss of consignments (IES, goods) held in the Contractor's warehouses, terminals or vehicles, or those of third parties engaged by the Contractor, as a result of force majeure, in particular as a result of missile, drone, artillery or other attacks, shelling, air strikes, explosions, fires or other direct consequences of military operations, the Contractor shall not be liable for such damage, destruction or loss and shall not reimburse the value of the consignment, the declared value, the value of the contents, or any consequential losses (loss of profit, restoration costs, penalties payable to third parties, etc.), provided that such consequences are directly causally linked to the relevant force majeure circumstances and were not caused by the Contractor's wilful acts or gross negligence. Irrespective of the existence of force majeure circumstances, the Contractor shall under no circumstances compensate for lost profits, lost revenue, penalties paid by the Client to third parties, or any other indirect (consequential) losses, except where such losses are caused by the Contractor's wilful misconduct or gross negligence.

17.7. The provisions of clause 6.6 of t6his Contract shall apply:

- regardless of where the consignment was located at the time the force majeure circumstances arose: at a warehouse, terminal or in a vehicle belonging to the Contractor or a third party engaged by the Contractor, and regardless of what operation was being carried out on the consignment at that time (storage, sorting, handling, transport, customs clearance, etc.).
- regardless of the stage of the Contract's performance at which the force majeure circumstances arose;
- regardless of whether the consignment was insured and whether the Customer paid an additional fee, unless the terms of the relevant insurance policy expressly provide otherwise

17.8. The Party affected by force majeure shall be obliged to notify the other Party in writing of the occurrence of such circumstances and their estimated duration within 10 (ten) working days from the date of their occurrence; if such circumstances prevent such notification, then within 10 (ten) working days from the date on which notification became possible. For the purposes of this section, the Contractor shall be deemed to have duly notified the Clients by posting a relevant notice on its Website.

17.9. If circumstances of force majeure persist continuously for more than 30 (thirty) calendar days, each Party shall be entitled to:

- suspend performance of the Contract for the duration of such circumstances; and/or
- unilaterally terminate the Contract (in whole or in part) out of court.

A Party must notify the other Party in writing of any suspension or termination of the Contract. The Contractor is also entitled to give such notice by posting a relevant notice on the Website.

In the event of such suspension or termination, neither Party shall compensate the other Party for any losses caused by such suspension or termination. However, the Client shall be obliged to pay the Contractor the cost of the services actually provided up to the date of termination of the Contract.

17.10. The occurrence and duration of force majeure circumstances may be certified by the Ukrainian Chamber of Commerce and Industry or by a regional chamber of commerce and industry authorised by it. With regard to circumstances that are common knowledge (in particular, military operations, armed aggression, the imposition of martial law, missile and drone attacks, shelling), obtaining a separate certificate from the Chamber of Commerce and Industry is not a mandatory condition for exemption from liability – such circumstances may also be confirmed by other appropriate evidence, in particular official documents from competent state authorities (the National Police, the Security Service of Ukraine, the State Emergency Service, etc.) recording the fact and consequences of the relevant event.

17.11. Should any provision of this section be held to be invalid, void or unenforceable, this shall not affect the validity and enforceability of the other provisions of this section or of the Agreement as a whole. In such a case, the relevant provision shall apply to the extent that it does not conflict with the mandatory provisions of Ukrainian law. The Parties undertake to use reasonable endeavours to agree on a new provision to replace the invalid one, which is as close as possible in substance and economic effect to the Parties' original intention.

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