

Terms of Local Parcel Sending/Receiving and Delivery

Article 1. General Provisions

- 1.1. The present document is a collection of the terms provided by Georgian Post to its clients when sending a local parcel and delivering it to the addressee.
- 1.2. When providing the local parcel services, Georgian Post follows the norms established by the Customer Manual. Furthermore, where there is a conflict between the present document and the provisions governed by the Customer Manual the ones established by the present document are applied.

Article 2. Definition of Terms

- 2.1. For the purposes of this document, the below terms have the following meanings assigned to them:
 - 2.1.1. Local parcel (hereinafter to be referred to as a “parcel”) – a type of a postal item whose sending and delivery to the addressee is ensured by Georgian Post within Georgia and the content of the postal item is any article (except letters, documents and any materials printed on a paper), manuscripts and photos if their size/weight does not exceed those required for a small-size package), sending which does not contradict the legislation of Georgia and the rules established by the company;
 - 2.1.2. **Parcel weight** – up to 30 kg.
 - 2.1.3. **Parcel size:** size - 105cmX105cmX105cm (or 200cm. – for the sum of the length and the largest circumference that should be measured in another direction other than the length).
 - 2.1.4. Physical person – a physical person if he/she sends a parcel for non-entrepreneurial purposes and has an agreement executed with Georgian Post.
 - 2.1.5. Legal person – any legal formation including an individual enterpriser if he/she sends a parcel using the same status.

Article 3. General Requirements for Local Parcels

3.1. The parcel can be sent to both physical and legal persons.

3.2. The parcel is sent with the following standard terms:

–□□"To the service center";

–□□"To be called for".

3.3. The sender/the person presenting shall present the following information in order to send the parcel:

3.3.1. About the sender:

–□□**name, surname/organization;**

–□□**personal number/identification number;**

–□□**address;**

–□□**mobile number (optional);**

3.3.2. About the person presenting it:

NOTE: presenting the information is mandatory when the parcel is being sent on behalf of a legal person and, in case of a physical person, when the parcel is being sent on behalf of a third person.

–□□ **name, surname;**

–□□ **personal number;**

–□□ **address;**

–□□ **mobile number** (optionally to be provided **only** in case if the parcel is being sent on behalf of a legal person);

3.3.3. About the addressee:

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–□□ **name, surname/organization;**

–□□ **address** of the addressee;

–□□ **mobile number of the addressee (optional);**

3.3.4. About the contents of the parcel:

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–□□ General information on the articles composing the contents of the parcel.

3.4. The parcel can be handed to Georgian Post closed (except in case of insuring the parcel). Meanwhile the company is entitled to request opening the parcel to see the contents thereof at any time.

- 3.5. The sender is responsible for ensuring appropriate packaging of the parcel. The sender is requested to ensure packing of a parcel in a manner not allowing the content as well as other postal items to be shipped together with it to get damaged (including getting wet) during their transportation.
- 3.6. It is inadmissible to place into the parcel the articles/goods that are prohibited for sending as per the legislation of Georgia or by the Georgian Post regulations. Such articles/goods include:
- 3.6.1. Narcotic and psychotropic substances, new psychotropic substances; radioactive substances;
 - 3.6.2. Explosive, flammable, toxic, biological, infectious and other dangerous substances;
 - 3.6.3. Arms, non-equipped explosive devices and ammunition, including non-equipped missiles, grenades and other analogous articles as well as dummies of such articles and devices;
 - 3.6.4. Articles having relation with pedophilia and children's pornography;
 - 3.6.5. Live animals;
 - 3.6.6. Bank notes, raw platinum, gold, silver and precious stones, other than items made out of them;
 - 3.6.7. Letters, documents and any materials printed on a paper, manuscripts and photos if their size/weight does not exceed those established by the requirements for a small-size package;
 - 3.6.8. Counterfeit and pirate articles;
 - 3.6.9. Articles that with their nature or packaging may endanger the post office employees, facilities or the community, cause contamination or destruction of other postal items, company equipment or the property belonging to a third party.
- 3.6.10. The parcels that are sent aiming at supporting/encouraging fraudulent acts or in order to avoid payment of the sums due for payment to their full extent;
- 3.7. Georgian Post is entitled to stop any parcel if there is a well-grounded suspicion that it may contain the prohibited items, substances, materials, live animals or products governed by paragraph 3.6. of the present article. In such an event, Georgian Post hands the parcel to the relevant state bodies and does not assume responsibility before the customer for the decision taken by such a body.

Article 4. Sending the Parcel

4.1. Sending the parcel by a physical person

- 4.1.1. The parcel is sent by a physical person through a Georgian Post service center.
- 4.1.2. Physical persons are entitled to send the parcel both personally and through their representatives upon presenting of an identification document by the latter when sending the parcel.
- 4.1.3. In the event if at the time of address provision on the parcel the sender provides neither his/her nor the addressee's mobile number or the number is provided in an incorrect way, the parcel which is received with the term "To the service center" will be delivered with the "To be called for" term (both to the addressee and the sender – in case if the parcel is returned).
- 4.1.4. When sending a parcel with the "To be called for" term, indication of the addressee's mobile number is not necessary. If, in such an event the sender does not provide his/her mobile number either, if the parcel is returned, the sender will not be sent an SMS notification and the parcel will be kept by the service center having sent the parcel for 30 (thirty) calendar days.

4.2. Sending the parcel by a legal person

- 4.2.1. The parcels are sent by legal persons through Georgian Post service centers or by means of the courier service.
- 4.2.2. The legal person which does not have an agreement executed with Georgian Post at the moment of sending the parcel sends the parcel through a service center on the basis of execution of a single time agreement by a duly authorized person.
- 4.2.3. The legal person which at the moment of sending the parcel has an agreement executed with Georgian Post is given the opportunity to send the parcel through a service center or by means of calling the courier service.

Article 5. Parcel Delivery

- 5.1. In order to ensure delivery of a parcel to the addressee with the term "To the service center", after the address of the addressee is received by the relevant service center, Georgian Post sends an SMS notification to the addressee's mobile number. The notification contains information on the location at which the parcel can be received.
- 5.2. In the event if the sender of a parcel is a legal person who has not provided the addressee's mobile number on the parcel or the SMS could not be sent to the number provided by them, the Georgian Post courier leaves a relevant written notification on the door of the addressee indicated on the parcel at the address provided therewith or a distinct place near it.
The notification is deemed to have been delivered also in case if it was delivered to any person found at the address of the addressee whose age, visually judging, exceeded 16 years.
If the courier cannot go into the building inside which the address of the addressee is located (an apartment, office, etc.), he/she leaves a notification at a place which is closest to the address (the door of the addressee, the building entrance door, etc.) or, if the building has its own security, the notification can be left with them;
- 5.3. In order to deliver a parcel with the term "To be called for", the addressee is not sent an SMS and the parcel is kept at the service center for 30 calendar days. During this term the addressee can collect the parcel from the service center.
- 5.4. Parcels are delivered to the addressees within 30 (thirty) calendar days upon the receipt of the postal item by Georgian Post. Within the mentioned term the addressee, his/her authorized person or an adult who presents identification documents of the addressee as well as his/her own and the parcel code, can collect the parcel from the service center. Insured parcels are to be delivered to the addressee only or his/her proxy on the basis of a power of attorney issued in a due manner.
- 5.5. Parcels (including the insured ones) are delivered after the signature is provided in a due manner to confirm the receipt thereof.
- 5.6. An unclaimed parcel whose term set for keeping as governed by paragraph 5.4. of the present article has expired, will be returned in order to be delivered back to the sender. Delivery of the parcel back to the sender/leaving a notification concerning the parcel existence will be performed within 5 (five) business days upon the return of the parcel to the service center in the following manner:

- 5.6.1. In case if at the time of the parcel sending the sender indicated his/her mobile number, an SMS will be sent to the same mobile number, thus notifying the sender on the existence of a parcel on his/her name.
- 5.6.2. If at the time of the parcel sending the sender does not indicate his/her mobile number:
- In case of a physical person the parcel is delivered with the “To be called for” term and the sender is not sent any type of notification on the existence of a parcel on his/her name.
 - In case of a legal person, the courier will leave a notification on the existence of a parcel on the name of the sender at his/her address as governed by the applicable rule and the parcel will be delivered with the term “To the service center”.
- 5.7. The sender is entitled to request immediate return of a non-delivered parcel without observing the 30-day (thirty) term indicated in paragraph 5.4. on the basis of an additional written request or as per the terms and conditions of an agreement. In such an event, the obligation will be deemed to have been performed on the part of Georgian Post and the sender will not be returned the parcel postage amount.
- 5.8. The parcel whose return was refused by the sender as well as that with the return term expired, will be handed to the government. The parcel that was not delivered to the addressee and that contains perishable products may be subjected to destruction without observation of the 30-day term.

Article 6. Timeframes for Parcel Delivery

6.1. The time terms in which notification is to be left concerning delivering a parcel (including an insured one) to the addressee are as follows:

- 3 (three) business days upon its receipt – with the exclusion of the parcels received at or to be delivered to special administrative units;
- 5 (five) business days upon its receipt – for the parcels received at or to be delivered to special administrative units.

NOTE: In case if a parcel is sent to and delivered at within the same special administrative unit, the term for sending a notification concerning the delivery is 3 (three) business days.

6.2. Time terms for sending notification on delivery of a non-delivered to the addressee (including the insured one) parcel to the sender are as follows:

- 3 (three) business days from the day next to the date of the expiration of the term for its keeping – with the exclusion of the parcels being at or to be delivered to the addressee in a special administrative unit;
- 5 (five) business days from the day next to the date of the expiration of the term for its keeping – for the parcels being at or to be delivered to the addressee in an administrative unit.

NOTE: In case if the sender and the addressee of a parcel are within the same special administrative unit, the term for sending a notification to the sender concerning the delivery of the returned parcel is 3 (three) business days.

Article 7. Additional Services for Local Parcels

7.1. Parcel delivery at the address of the addressee

7.1.1. The additional service “Parcel delivery at the address of the addressee” can be optionally chosen both by the sender and by the receiver if the address of the addressee is located within the following administrative units:

Tbilisi; Kutaisi; Batumi; Zugdidi; Poti; Telavi; Rustavi; zestaponi; Gori; Ozurgeti.

7.1.2. “Parcel delivery at the address of the addressee” implies the possibility provided to the sender to use the service when sending a parcel having prepaid the service cost or/and the possibility provided to the addressee to order the service to Georgian Post, while payment of the service cost in this case is performed at the time of receiving the parcel at the indicated address.

7.1.3. Parcel delivery at the address of the addressee **with the “standard” term** implies:

- Transportation and delivery of a parcel with up to 10 kg of weight at the door of the addressee’s place (an apartment, house, office), while the parcels with the weight from 10 to 30 kilograms are delivered to the addressee at the entrance of the building which is the addressee’s place;
- Parcel delivery within 2 (two) business days upon the receipt of the relevant order.

7.1.4. Parcel delivery at the address of the addressee **with the “express” term** is performed only within the same administrative unit on the 2nd (second) day upon the receipt of the relevant order. “Parcel delivery at the address of the addressee” service is applied for the parcels with up to 10 kg of weight;

7.1.5. To deliver the parcel, the courier visits the address of the addressee once.

7.1.6. In case if the parcel has an address of a physical person provided on it and is not insured, it may be delivered immediately to the addressee as well as any adult meeting the courier at the address of the addressee and stating that he/she lives/works together with the addressee. In case if the addressee of the parcel is an underage person up to 16 years of age, the parcel is delivered to an adult found at the address.

7.1.7. In case if the parcel has an address of a legal person provided on it and is not insured, it is delivered at the office or a structural unit having the same function or is handed to a person working in the organization. Moreover, if the addressee of the parcel is an organization and the address a residential house/apartment is provided as that of the addressee the parcel handed to an adult living at such an address will be deemed to be duly delivered if the person states to the courier that he/she lives at the address.

7.1.8. In case if the parcel is insured and has an address of a physical person provided on it, it can be delivered immediately to the addressee only, while an insured parcel with the address of a legal person on it is delivered at the office or a structural unit having the same function. In case if besides having named the legal person as the parcel addressee, the sender has indicated a specific person,

the parcel can be delivered only immediately to the person named or the office. In the event if the organization has no such a structural unit, the parcel is handed to the structural unit/person having the function of an office. If the address provided as that of a legal person is a residential house/apartment and the legal person is the only addressee indicated, the insured parcel handed to an adult living at such an address will be deemed to be duly delivered if the person states to the courier that he/she lives at the address. In case if besides having named the legal person as the parcel addressee, the sender has indicated a specific person, the insured parcel can be delivered only immediately to the person named.

- 7.1.9. Parcels (including the insured ones) are delivered upon presentation of identification documents by the person receiving the postal item and provision of a signature by him/her in a due manner in confirmation of the item receipt.
- 7.1.10. In the event if the courier cannot go inside the building in which the place of the addressee (apartment, office, etc.) are located or the courier finds no one at the address of the addressee or the person (if he/she is not the immediate addressee) refuses to receive the parcel, the courier leaves a notification indicating the postal service center address at which the parcel can be called for by the addressee.
- 7.1.11. The courier leaves the notification to the person whom he/she finds at the address of the addressee (if the age of such person visually can be judged to be more than 16 years). In all other cases the courier leaves the notification at a place which is closest to the address of the addressee (the door of the addressee, the outer entrance door, etc.) or, if the building has a security service, the notification can be left with the security guard.
- 7.1.12. In case if the addressee having ordered the additional service "Parcel delivery at the address of the addressee" cannot receive the service due to any reasons independent of Georgian Post (the addressee was not found at the address, the address was provided incorrectly, etc.), the addressee will be obliged to pay the service established by Georgian Post before collection of the parcel from the service center.
- 7.1.13. Georgian Post does not provide the "Parcel delivery at the address of the addressee" service if a parcel was received by a service center with damages about it or there is the circumstance governed by paragraph 3.7. of the present regulation present.

7.2. Parcel readdressing

- 7.2.1. The additional service "Parcel readdressing" can be optionally chosen by the sender, the person presenting it and by the receiver equally.
- 7.2.2. The additional service "Parcel readdressing" implies the option given to the senders/the person presenting it to change the addressee and/or the address of the parcel sent and the possibility given to the addressee to change the address provided on the parcel.
- 7.2.3. The additional service "Parcel readdressing" can be used only together with the "Parcel delivery at the address of the addressee" service only.
- 7.2.4. The service "Parcel readdressing" is not delivered if the parcel was handed to the courier for the delivery to the addressee or if it has been delivered already.

7.3. Parcel delivery personally to the addressee

- 7.3.1. The option of choosing the additional service “Parcel delivery personally to the addressee” is provided only to the sender of the parcel.
- 7.3.2. Delivery personally to the addressee means that the parcel should be delivered only to the person whose name was provided in the address. Such a parcel can be as well handed to any other person presenting a notarized power of attorney issued by the parcel addressee stating the addressee’s will that the parcel be delivered to the person named in the power of attorney.

7.4. Parcel-with the delivery confirmed

- 7.4.1. The additional service “Parcel-with the delivery confirmed” is a service that can be chosen by the sender of the parcel.
- 7.4.2. “Parcel-with the delivery confirmed” implies the possibility provided to the sender to request information on the delivery/non-delivery of the parcel when sending one.
- 7.4.3. Delivery confirmation is provided to the sender no later than within 5 (five) business days upon the parcel delivery to the addressee. The delivery confirmation is given:
- At the service center with the “to be called for” term – if the sender is a physical person;
 - At the sender’s address – if the sender is a legal person.
- 7.4.4. In the event if the delivery confirmation cannot be provided to the sender due to any reasons independent of Georgian Post within 15 calendar days, it is given to the Georgian Post respective service for archiving it with the established term after the expiration of which it will be destroyed.

7.5. Issuing information on confirmation of the fact of a post service provision

- 7.5.1. The additional service “Issuing information on confirmation of the fact of a post service provision” can be chosen by the sender or the addressee of the parcel, their legal representatives on the basis of a written authorization as well as the person having immediately delivered the parcel or the one having presented it.
- 7.5.2. “Issuing information on confirmation of the fact of a post service provision” implies issuance of information on the sent/delivered parcel to the customer (sender/addressee, their legal representatives on the basis of a written authorization as well as the person having immediately delivered the parcel or the one having presented it) in a written form on the basis of a written request made by the latter.
- 7.5.3. The application on the request should be submitted accompanied by: a copy of the identification document of the person requesting the information, a copy of the receipt verifying performance of the service fee payment; in case if the person requesting the information is not the sender, the person having presented the postal item, the addressee or the person having immediately delivered the parcel, a duly executed letter of authorization.
- 7.5.4. The information is issued only for the period of 1 (one) year until the the date of application for its request. In case if the information was requested for a longer period the company is entitled to issue such information if the protected data allow it.
- 7.5.5. The customers can request issuance of information for 5 (five) postal items or search for the information for a one-month period, if the customer is a physical person and for a 15-day period, if the customer is a legal person. The information requested with one application is issued by Georgian Post in one document.

7.5.6. The information is issued within 7 (seven) business days after the day following the date of receiving the relevant application by the company, after which it is sent to the author of the application as per the choice of the latter (is sent to the address indicated or issued from the service center).

7.6. Parcel with pricing

7.6.1. In the event if the sender of a parcel is a physical person he/she is given the possibility to send the parcel with pricing to the addressee which is also a physical person (parcels with pricing cannot be sent to legal persons). The sender can use the term of pricing in case if he/she chooses the additional services provided for local parcels as well, except for sending a parcel with contents insurance.

7.6.2. "Parcel with pricing" implies the option to send a parcel without having prepaid the cost of its sending as well as the cost of the additional services chosen, with the term that the payment will be made by the addressee.

7.6.3. In the event if the addressee does not ensure payment of the cost of the parcel sent with pricing, the parcel is not delivered to him/her and is returned to the sender. In such an event, if the sender does not pay the cost of sending either, the parcel becomes the Georgian Post property after the expiration of the term of its keeping at the service center.

7.7. Parcel with contents insurance

7.7.1. The sender is provided with the possibility to insure the contents of a parcel for a certain consideration from total/partial damage or loss. Prohibited items cannot be insured.

7.7.2. Parcels can be insured with its real cost at the maximum.

7.7.3. In order to insure a parcel, the sender should present a list of the contents thereof indicating the values. In the event if the value of the item contained in the parcel exceeds 500 (five hundred) GEL, the sender is also obliged to present a document verifying the cost of the item in order to perform its insuring (a document verifying its purchase, expert's conclusion, etc.).

7.7.4. Before the parcel insurance the contents of it is visually checked and compared to the list presented by the sender.

Article 8. The Scope of the Georgian Post Responsibility and Circumstances Excluding It

8.1. The scope of the Georgian Post responsibility before the clients is determined with the direct material damage caused due to any fault on its part (whether intended or as a result of negligence) but with the amount not exceeding the maximum limit defined hereunder. Material damage does not include an indirect damage incurred by the client, such as loss of income to be received.

8.2. Georgian Post assumes material responsibility for the damage caused due to any guilt on its side to local parcel (including the insured one):

–□ Losing;

–□ Total or partial damage of the contents;

–□ Returning it back to the sender due to an error made by the company;

8.3. Georgian Post responsibility comes into effect when:

- 8.3.1. A parcel was lost. A parcel is considered to be lost if information about it could not be obtained within 15 (fifteen) business days upon the receipt of a claim concerning the same.
- 8.3.2. The contents of the parcel appeared to have shortage or a damage before or at the time of handing the parcel to the addressee;
- 8.3.3. In the event if the postal item was not delivered to the addressee, if shortage or damage of the contents thereof was identified before the postal item was delivered back to the sender or immediately at the moment of its delivery to the latter.

8.4. Georgian Post responsibility is excluded in the following cases:

- 8.4.1. If a parcel is delivered in compliance with the procedures established by Georgian Post;
- 8.4.2. Toward the parcels the reason of non-delivery of which was an incorrect (incomplete) information received from the sender.
- 8.4.3. In the event of occurrence of circumstances caused by a force majeure;
- 8.4.4. In the event if Georgian Post cannot register postal items because of the destruction of office documentation in the result of a force majeure action;
- 8.4.5. If loss of a postal item, absence of its contents, damage or difference in weight is caused by any fault or negligence demonstrated by the sender (including improper packaging) or the qualities of the contents;
- 8.4.6. Toward the postal items containing articles that are prohibited for sending;
- 8.4.7. Toward the postal items sending which is allowed only with a special term (e.g. if the item is requested to be packed in a certain way), in case if the term was not adhered to;
- 8.4.8. On the basis of the legislation in effect, in case if the postal item was arrested, destroyed or confiscated by the governmental bodies;
- 8.4.9. In the event if the parcel is insured for an amount exceeding the real value of the postal item (in such an event the indemnification is issued only for the real value of the postal item);
- 8.4.10. In the event if the sender is acting in a mala fide manner in order to receive the indemnification;
- 8.4.11. In the event if the customer has not addressed Georgian Post with the reclamation within 6 (six) months following the day next to the date of sending the postal item;
- 8.4.12. In case if a postal item appears not to be damaged visually and the difference in weight does not exceed 500 g.

8.5. In the event of losing or damaging a local parcel (including the insured one) Georgian Post shall indemnify the same in the following amounts:

- 8.5.1. In case if a parcel was lost or its contents were fully destroyed:
In the amount of the cost of sending the parcel + 5 (five) GEL per kilogram.
- 8.5.2. In case if an insured parcel was lost or its contents were fully destroyed: in the amount of the announced price;
- 8.5.3. In case of a partial loss or damage of the parcel contents: within the limits of the damaged or lost value, not exceeding the maximum limit.
- 8.5.4. In case of a partial loss or damage of an insured parcel contents: within the limits of the damaged or lost value, not exceeding the amount of the announced price.

8.5.5. Georgian Post takes a decision on the damage indemnification as per the norms set in chapter IX of the Customer Manual.

Article 9. The Scope of Sender's Responsibility and Circumstances Excluding It

9.1. The sender is imposed the responsibility for causing a physical injury to a Georgian Post employee, inflicting a damage to other persons' postal items or/and the property of Georgian Post if the same was caused by the sender as a result of:

- a) Sending prohibited articles;
- b) Packing the postal item breaching the established rules.

9.2. The sender's responsibility is not excluded in the event if the post office receives for sending the parcel containing prohibited items or packed through breaching the rules established thereto.

9.3. In the event if the sender adheres to all the terms established for sending parcels, he/she will not assume any responsibility for the damage arisen out of any guilt on the party of Georgian Post in the course of the postal item handling or/and during its transportation.

Article 10. Conclusive Provisions

10.1. In the event if any of the provisions contained in the present document is deemed to be void and annulled, notwithstanding the reason for annulment, this shall not ensue voidance and annulment of the entire document. In such an event the remaining provisions of the document will continue to be in force without the void and annuled provision.

10.2. All the issues that are not regulated by the present document shall be regulated by the Customer's Manual approved by Georgian Post.

10.3. All the changes and annexes introduced to the present document become effective as of the date of its signing by Georgian Post Director General and publication of the same on the company web-page unless the document containing the changes and annexes does not govern any instruction concerning its entering into force as from a later date.

10.4. Articles of the present document are provided with their titles serving the purpose of making the process of using the text easier and they should not be taken into consideration as determining, replacing or defining any provision within the document.