



OFFER CONTRACT FOR PARCEL DELIVERY SERVICES

1. Terms and definitions

Sender – a legal or natural person on whose behalf the mail delivery service is provided.

Recipient – an individual or legal entity specified by the Sender.

Executor – TOO "Meest Kazakhstan" (Meest Kazakhstan).

Consignment – parcels.

Courier – a person engaged by the Contractor to deliver the Consignments from the Sender's address to the airport of the city of departure, as well as from the airport of the city of destination to the address of the Recipient.

Application means an electronic form containing the data of the Sender, the Consignee and the Consignment (type, weight and other), filled in by the Sender on the Contractor's website kz.meest.com (hereinafter referred to as the Website).

Waybill (or other document according to the requirements of the acts of the Universal Postal Union) – is the Contract between the Sender and the Executor for transportation of the Consignment.

Force Majeure – (force majeure) means circumstances of extraordinary nature, the occurrence of which the parties could not and should not have foreseen, as well as prevented by reasonable measures. Force majeure shall mean natural disasters, blockade, war, fire, accident, riots, unlawful actions of a third party, delay of transportation by a third party, strikes, change of legislation, which caused non-fulfillment of obligations under this Agreement in full or in part.

2. Subject of the contract

2.1 The Contractor shall carry out transportation of Consignments outside the Republic of Kazakhstan on behalf of the Sender. The Sender undertakes to pay for the Contractor's services in the order and on the terms and conditions stipulated in this Contract.

2.2 The term of validity of the Contract is from the moment of payment and until the fulfillment of obligations under it.

3. Types of services

3.1 Types of services:

- **From Door – To Door** – acceptance of the Consignment at the address of the Sender and its delivery to the address of the Recipient.
- **From Branch – To Door** – acceptance of the Consignment from the Sender at the point of acceptance and its delivery to the address of the Recipient.

3.2 Delivery of the Consignments shall be made within the specified timeframes and at the rates specified on the Website at the time of making the Application and payment. Delivery terms may be extended due to unfavorable weather conditions, holidays, special events, etc.

3.3 The following types of parcels are accepted for shipment:

Parcels weighing no more than 30kg

3.4 The Executor has the right to engage third parties to fulfill its obligations.

3.5 The Contractor shall determine the procedure, route, methods and other conditions of delivery of the Consignment, including the possibility for the Consignment to pass through transit points.

3.6 Consignments from/to regime facilities such as military units, places of imprisonment and penal institutions cannot be accepted for delivery.

4 Packaging requirements

4.1 Consignments shall be accepted only in open form and sealed by the Contractor's representatives at the point of receipt after a visual security check.

4.2 The Sender is fully responsible for the correct preparation and packaging of the Consignment. The packaging shall correspond to the nature of the attachment and normal conditions of transportation by land and air transport, ensure the safety of the Consignment and safety during its handling by the Executor. The Executor shall not be

liable for damage or loss of the attachment caused by its improper packing.

4.3 The Sender shall be liable for the damage caused to the Executor as a result of improper packing of the Consignment accepted for transportation.

4.4 The Executor has the right to refuse to accept a Consignment without proper packaging at the discretion of the Executor.

5. Calculation of weight and cost of delivery of Consignments

5.1 The cost of transportation of the Consignment is calculated based on the direction, type and actual weight of the Consignment in accordance with the tariffs posted on the Website at the moment of the Application registration.

5.2 The actual weight of the Consignment is determined after its packing by weighing it on a scale.

5.3 The Executor performs a control weighing of the Consignment at the point of receipt. In case of discrepancy between the weight specified in the Application and the result of the check weighing at the point of receipt, the check weight shall be used as the basis for determining the cost of carriage. The permissible discrepancy in weight is 0.20 kg. In case of a weight discrepancy of more than 0.20 kg, the Sender is obliged to make an additional payment. The sender will be sent a link for payment by SMS or notification by other means.

6. Rights, duties and liability

6.1 The Contractor shall not be liable for force majeure circumstances (force majeure), for any damage and losses caused by circumstances beyond the control of the Contractor.

6.2 The Executor shall not be liable for indirect losses or special damages, in particular lost profits, loss of income, profit, sales markets, business reputation, resulting from loss, damage, late delivery, delivery to the wrong address or non-delivery of the Consignment, even if the Executor was informed about the risk of such damage or losses both before and after the receipt of the Consignment.

6.3 The Contractor shall have the right to refuse carriage if the Consignment does not meet the dimensions permitted for carriage or has doubtful contents.

6.4 In case of loss, lack of attachment or damage (deterioration) of the Consignment, the Executor shall be liable in accordance with the Law of the Republic of Kazakhstan dated 08.02.2003 No. 386-II "On Post" in the following amounts:

- for loss of the Consignment "Parcel" - in the amount of double the amount of the paid tariff.
- for the loss of the "Original Documents" Consignment - in the amount of three times the amount of the paid tariff.

6.5 For violation of the control terms of sending the Consignment through the fault of the Executor, the Sender has the right to charge a penalty at the rate of 0.3% (zero point three percent) of the tariff paid by the Sender for each calendar day of delay, but not more than the amount of the tariff paid for the service provided.

6.6 The Contractor shall not be liable for delayed delivery or non-delivery of the Consignment in case of:

- if the Sender has indicated an incomplete or inaccurate address of the Recipient;
- the absence of the Recipient specified by the Sender.

6.7 The Contractor undertakes to make all reasonable efforts to deliver the Consignment according to the usual delivery schedule of the Contractor, but such schedule is not mandatory and is not a part of this Agreement. The Contractor shall not be liable for any damage or loss caused by a delay in receipt of the Consignment by the Recipient.

6.8 The Executor has the right to open and inspect the Consignments without notifying the Sender/Recipient for security purposes or in accordance with other regulatory and statutory acts.

6.9 In case of loss, lack of attachment or damage (deterioration) of international mail items, the Executor shall be liable in accordance with the acts of the Universal Postal Union.

7. Consideration of disputes

7.1 The applicable law shall be the legislation of the Republic of Kazakhstan. In case of disagreements and disputes between the Parties on the issues stipulated by the Contract or in connection with it, the Parties shall take all measures to resolve them through negotiations between themselves. In case the Parties fail to reach a mutual agreement, all disputes shall be submitted for resolution to the Specialized Interdistrict Economic Court of Almaty in the manner prescribed by the legislation of the Republic of Kazakhstan.

8. Items prohibited for forwarding

8.1 Items and substances prohibited for shipment:

- all types of dangerous goods;

- handguns, civilian and service weapons, ammunition, spare parts and components for them, bows and crossbows for sport, weapons designed to give light, smoke and sound signals, electric weapons, electroshock devices and spark arresters, cold bladed weapons, daggers, knuckles, surikens, boomerangs and other adapted objects of percussion-crushing, throwing, stabbing and cutting action, except for sporting equipment, special technical means of dual use and components for them;
- narcotic drugs, psychotropic substances and precursors;
- nuclear materials, radioactive, potent, corrosive, explosive and flammable substances, means of explosion, pyrotechnic substances and products with their use, and other dangerous substances;
- poisons, poisonous animals, poisonous substances, poisonous plants and seeds;
- national currency of the Republic of Kazakhstan and foreign currency;
- printed publications, visual materials, film, photo, audio, and video materials containing propaganda or agitation of violent change of the constitutional system, violation of the integrity of the Republic of Kazakhstan, undermining the security of the state, war, social, racial, national, religious, class and tribal superiority, cult of cruelty, violence and pornography;
- perishable foodstuffs;
- items which, by their nature or packaging, may be dangerous to postal workers, stain or damage other mail and postal equipment;
- liquids, oils;
- plants and flowers;
- smart phones, telephones, laptops, and equipment containing lithium ion batteries;
- valuable shipments (currency, bank cards, silverware, gold, precious stones, etc.);
- other items prohibited for shipment by the Acts of the Universal Postal Union and the legislation of the country of destination.

8.2 The Executor shall not be liable for delivery of the above-mentioned Consignments if they are accepted by the Executor for transportation by mistake.

9. Conditions of accepting shipments from the door (first mile)

9.1 In order to call the Courier, it is necessary to select the type of service "From the door" when making an Application on the Website.

9.2 The Courier service is available from 07:30 to 20:00.

9.3 The Sender provides information on the Website. Address, contact phone number must be specified correctly. After execution of the Application, the Sender shall be at the specified pick-up address and be ready to hand over the Consignment to the Courier.

9.4 The Service provides for SMS notification or notification by other means, therefore the service can be ordered only by specifying the cell phone number of the Sender and the Recipient.

9.5 Information about the appointment of the courier is available on the Website

9.6 The Sender is obliged to present an identity document to the Courier for identification purposes.

9.7. The free waiting time at the Sender's address is - 10 minutes. In case the free waiting time is exceeded, the Sender is obliged to pay the Contractor for the additional waiting time. The maximum waiting time of the Sender is not more than 20 minutes. If the Sender does not hand over the Consignment to the Courier within 20 minutes, the Service will be considered partially provided. The Sender will be refunded 50% of the paid amount within 15 working days after a written request to the Contractor's e-mail. Written requests for refund shall be accepted within 14 calendar days from the date of the Application.

9.8 If the Consignment is found sealed, the Contractor shall contact the Consignor for further instructions. If the Sender agrees to open the Consignment for visual inspection, the Consignment shall be opened, inspected and sealed, and accepted for further dispatch. If the Sender refuses to open the Consignment, the cost of the service shall not be refunded. Return of the Consignment to the Sender shall be carried out in the following order:

9.8.1 In case of door-to-door service, the Executor shall organize the return of the Consignment.

9.9 If the Consignment contains prohibited items and substances or dangerous goods, the Executor shall contact the Sender for further instructions. If the Sender agrees to withdraw the dangerous or prohibited item, the Consignment shall be accepted for further dispatch. In case of refusal to remove the dangerous or prohibited item, the cost of the service shall not be refunded. The return of the Consignment shall be carried out in the following order:

9.9.1 In case of "Door-to-Door" service, the Executor shall organize the return of the Consignment.

10. Terms of delivery of the Consignment to the door (last mile)

10.1 In order to deliver the Consignment to the Recipient by Courier, the type of service "To the Door" must be selected when making an Application on the Website.

10.2 The Courier service is available from 08:30 to 22:00.

10.3 The Payee will be sent the first SMS-notification or other notification of the arrival of the Consignment at the airport of the destination city, as well as the second SMS-notification or other notification of the appointment of a Courier with delivery to the address specified by the Sender.

10.4 The Recipient shall be at the address indicated by the Sender and be ready to receive the Consignment.

10.5 The Consignment shall be handed over to the Recipient by sounding a code to the Courier sent to the Recipient's mobile number, thus confirming the receipt of the Consignment.

10.6 The free waiting time at the address of the Recipient shall be 10 minutes. If the free waiting time is exceeded, the Sender shall pay the Contractor for the additional waiting time. The maximum waiting time of the Recipient shall not exceed 20 minutes. If the Consignee fails to collect the Consignment from the Courier within 20 minutes, the service shall be deemed fully performed. In this case the Consignment shall be returned to the Executor's warehouse. The Recipient undertakes to collect the Consignment himself/herself.

10.7 The Contractor undertakes to notify the Sender in case of unclaimed Consignments for further instructions. The Sender will be sent an SMS notification or notification by other means, or an e-mail. If no further instructions are received from the Sender within seven (7) calendar days of notification, the Contractor reserves the right to dispose of the shipment at its discretion.

11. Conditions of acceptance/delivery of Consignments at the branch offices

11.1 If the "From branch" service type is selected, the Sender shall deliver the Consignment to the point of acceptance.

11.2 The Recipient will be notified by SMS or other means of notification of the arrival of the Consignment at the airport of the destination city.

11.3 Only the person indicated by the Sender may receive the Consignment.

11.5 Acceptance of Consignments shall be carried out according to the work schedule of the reception/delivery points. The operating schedule is available on the Contractor's Website.

11.6 The Recipient shall provide the Contractor with an identity document.

11.7 The representative of a legal entity must provide the Contractor with a power of attorney allowing to receive or send the Consignment on behalf of the company and an identity document.

11.8 The Executor undertakes to notify the Sender in case of unclaimed Consignments for further instructions. The Sender will be sent an SMS notification or notification by other means, or an e-mail. If no further instructions are received from the Sender within seven (7) calendar days of notification, the Contractor reserves the right to dispose of the shipment at its discretion.