

Public Contract about providing of warehouse services

Company "Sender", represented by Private Entrepreneur Slyusar Andrii Volodimirovich hereinafter referred to as "Contractor", on the one hand, and customer of services, hereinafter "Customer", on the other hand, hereinafter "Parties", have entered into this Agreement as follows:

1. Definition of terms

1.1 The Parties have agreed that in this Agreement and the Appendixes, the following terms have the following meanings:

"Warehouse" - place of storage of inventory values of the Customer. Address is determined by Appendix No. 1 to this Agreement;

"Postal operator" - a company that organizes shipments of parcels and provides a set of other services related to the organization of parcels shipments;

"Order" - purchase of goods by the Buyer, as a result of which the Contractor undertakes to carry out the organization of sending the goods to the Buyer

"Product" - the commodity and material value of the Customer.

"Buyer" - any person who buys the Customers goods and accepts dispatch from the postal operator.

"Personal Account" - the Contractor's electronic system, allows recording and managing the services that the Contractor provides to the Customer.

2. Scope of the contract

2.1. The Contractor provides the Customer services of receiving the Customers products, storing them in the Contractor's warehouse, sending the goods to the Buyers by postal operators and other services specified in Appendix No. 1 to the Agreement.

2.2. The description of services and the procedure for their provision are determined by this Agreement and Appendix No. 1 or other annexes to this Agreement. Each Appendix, becomes an integral part of this Agreement.

2.3. Appendix No. 1 becomes available in the Personal Account of the Customer after registration.

2.4. Working hours of the Contractor's warehouse: Mon-Sat from 9-00 to 17-00.

2.5. Conditions for acceptance and storage of goods by the Contractor:

2.5.1. By transferring the goods by the Customer to the Contractor for the provision of services provided by the Agreement, the Customer confirms that he is familiar with and agrees with the provisions of the Agreement, applicable at the time of transfer of the goods, and agrees to fulfill them.

2.5.2. The fact of acceptance of the goods / cargo is confirmed by confirming Invoice by the Contractor in Personal Account.

2.5.3. If during acceptance work a discrepancy in the quantity and / or type of goods between the actual and those indicated in the delivery is revealed, the Contractor has the right not to confirm the Invoice.

2.5.4. The Contractor is not responsible for the working condition (any technical characteristics) of the received goods.

2.5.5. Transportation of goods to the Contractor's warehouse or to the post office is carried out by the Customer / Customer's suppliers on their own and at their own expense, unless otherwise agreed in writing by the Parties.

2.5.6. Item / Cargo Returnedundefined The customer is in a condition in which he was accepted for storage, but taking into account their natural deterioration (wear), natural damage or other changes due to their natural properties.

2.5.7. Confirmation of delivery is carried out by changing the status of delivery to " Placed ".

2.5.8. The period of storage of the Customer's goods at the Contractor's warehouse shall be the period after the delivery is confirmed and until the order with the given goods is sent.

2.5.9. The responsibility for the storage of goods in the warehouse of the Contractor is

2.6. Conditions for sending an order by the Contractor:

2.6.1. Acceptance of applications for sending day to day is carried out until 15:00, applications accepted after 15.00 are executed the next day.

2.6.2. After the transfer of the application for the dispatch, the Contractor transfers to the Carrier the completed and packaged consignments for delivery to the Customer's customers or delivers it to the customer's customer on their own.

2.6.3. The fact of sending the goods is considered to be a change in the status of the order to the status of "In transit." undefined

3. Responsibilities of the Parties

3.1. The Contractor undertakes:

3.1.1. Depending on the type of ordered service, arrange acceptance of the goods for provision of services at the address specified by the Customer, or in the Contractor's warehouse.

3.1.2. Ensure the storage of the products from the moment of its acceptance for the provision of services until the moment of its transfer to send by postal operators provided the Customer complies with the provisions of the

Agreement and the Terms of Service.

3.1.3. Conduct warehousing and other reporting related to the provision of services to the Customer. At the request of the Customer to conduct inventory of the goods of the Customer in the warehouse.

3.1.4. At the request of the Customer, provide the necessary advice on the correct use of the ordered Services.

3.2. The Customer undertakes:

3.2.1. The Customer will familiarize himself with his balance account and information that is published for the Customer, at any convenient source: on the Contractor website: <http://senderukraine.com>, via e-mail or sms mailing list. The prohibition does not have the right to make claims in case of failure to familiarize themselves with the information published for this purpose.

3.2.2. The Parties undertake to preserve the confidentiality of the information received in connection with this Agreement, except in cases provided by the legislation of Ukraine.

4. The rights of the parties

4.1. An Contractor has the right:

4.1.1. Deny the Customer the provision of services in case of breach by the Customer of the obligations assigned to him in accordance with the Agreement and the Terms of Service.

4.2. The Customer has the right:

4.2.1. Require the provision of the Service in accordance with Appendix 1 of this Agreement.

4.2.2. Disclaim of Services.

4.2.3. Receive information on the volume of services provided on the Contractor statistics resource.

5. Cost of services and payment procedure

5.1. The calculation of the cost of the Service is carried out on the basis Contractors tariffs and reimbursement from the amount of the Customer orders in the previous month.

5.2. Payment Services are provided on condition of replenishment of personal account by the replacement in the personal balance account.

5.3. Withdraw funds from your personal account balance occurs after the Service is completed.

5.4. Payment Services are carried out in the monetary unit of Ukraine.

5.5 Tariffs can be changed by the Contractor unilaterally. This changes should be posted according to clause 3.2.1. the Agreement.

6. Responsibilities of the parties

6.1. For non-fulfillment or improper fulfillment of the terms of this agreement, the Parties shall bear responsibility in accordance with the current legislation of Ukraine.

6.2. The Contractor shall be liable for the Customer's products located in the Contractor's warehouse.

6.3. In case of complete loss or damage to the Product due to the Contractor, the Contractor shall return to the Customer an amount equal to its declared value. In case of full compensation of the declared value for the damaged goods, the Customer returns to the Contractor the good for which the compensation was received.

6.4. In case of partial loss or damage of departure from the Executor's fault, the Contractor shall return to the Customer the relevant part of the declared value of the shipment.

6.5. The parties have agreed that in case of occurrence of objections, claims or claims to the Customer from third parties related to the use of the Contractor's services by the Contractor, the Customer assumes the responsibility before the third parties and frees the Performer from such liability.

7. Term of the Agreement

7.1. This Agreement shall enter into force upon registration of the Customer in Personal account and is valid indefinitely.

7.2. If there is a debt for the services provided for more than three months, the Contractor has the right to initiate early termination of the Agreement without notifying the Customer.

7.3. Termination of the Agreement does not relieve the Parties from the performance of their obligations under the Agreement that arose prior to the termination of the Agreement.

7.4. In case of termination of the Agreement, it is not provided for in the terms of this Agreement, the issue of settlements and payments shall be resolved by negotiation or in the manner established by the current legislation of Ukraine.

8. Circumstances of Force Majeure

8.1. According to the Agreement, the Parties are not liable for non-fulfillment (improper performance) of their duties, if such non-fulfillment (improper execution) occurs due to the proliferation of untested force (force majeure).

8.2. Circumstances of force majeure under the contract are selected natural properties (fire, agriculture, snow measures, weapons, significant decrease in air temperature and other natural disasters), biological, man-made and anthropogenic origin of mass epidemics, epizootics, epiphytotics, etc.), the circumstances of public life (war or military actions, blockades, public disturbances, manifestations of terrorism, mass insurance, etc.), actions or regulatory requirements of Avignon, that there are pose control and the will of the Party, took place fol entry into force of the Treaty bezposeredo

vplivayut on one of the parties unemozhlivlyuyut Obligations under the Treaty.

8.3. By significantly reducing or decreasing the temperature in conditions that lead to a decrease or decrease in the air temperature in the environment to a temperature that is accepted for transportation, it is recovered, remaining in the warehouse, pulsates, deforms, decreases, changing its properties and benefits. , transmitted by the Contractor to perform the Services.

8.4. The duration of force majeure shall continue for the relevant terms of fulfillment by the Parties of their obligations under the Treaty. A document issued by the Chamber of Commerce and Industry is a proper proof of the occurrence and existence of force majeure circumstances.

9. Term of the Agreement

9.1. This Agreement shall enter into force upon registration of the Customer in your account and is valid indefinitely.

9.2. If there is a debt for the services provided for more than three months, the Contractor has the right to initiate early termination of the Agreement without notifying the Customer.

9.3. Termination of the Agreement does not relieve the Parties from the performance of their obligations under the Agreement that arose prior to the termination of the Agreement.

9.4. In case of termination of the Agreement, it is not provided for in the terms of this Agreement, the issue of settlements and payments shall be resolved by negotiation or in the manner established by the current legislation of Ukraine.

10. Addresses and details of the parties.

Private entrepreneur Sliusar Andrii Volodymyrovich

Adress: 07363, Ukraine, Kyiv region, selo Khotyanivka, Lisova street, 12

mail Address: 07363, Kiev region, Vyshgorod, st. Sholudenka 19 (BC "Carat")

Bank account № № UA653007110000026008052602646
in PJSC "CB PrivatBank", Kyiv
Recipient code: 3501712530