

Approved by
General manager
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"03" September 2024 y.

Agreement for the provision of services for organizing storage in a temporary warehouse of goods arriving under a DHL waybill

1. SUBJECT MATTER OF THE AGREEMENT.

1.1. In accordance with Article 395 of the Civil Code of the Republic of Kazakhstan, this Agreement is an offer and is an official proposal of DHL International Kazakhstan LLP (hereinafter referred to as the "Contractor") for individuals and legal entities (hereinafter referred to as the "Customer") to conclude an "Agreement for the provision of services for organizing storage in a temporary warehouse (hereinafter referred to as temporary storage warehouse) of goods arriving under a DHL waybill."

1.2. An offer is a proposal containing all essential terms of the contract, from which the will of the person making the offer is discernible to conclude a contract on the terms specified therein with anyone who responds to it.

1.3. Acceptance of an offer is the response of the person to whom the offer is addressed about its full and unconditional acceptance. By taking actions to accept this agreement - offer, the Customer confirms his legal capacity and capability, as well as his legal right to enter into contractual relations with the Contractor.

1.4. The text of the agreement is published and posted on the Internet, on the official website of the Contractor at: <http://www.edhl.kz>.

1.5. This Agreement is deemed concluded from the moment of its acceptance. Acceptance of the offer constitutes full agreement and unconditional application by the Customer of the rules, terms and conditions set forth in this offer and is equivalent to the written conclusion of this Agreement.

1.6. Full and unconditional consent to enter into an Agreement (Acceptance of an offer) is an expressed agreement with its terms, which can be exercised by the Customer:

- by signing its text directly.
- by paying the invoice issued by the Contractor for the Service for the preparation and provision of accompanying documentation for customs declaration.
- by signing other agreements (contracts) with the Contractor, which agree on the application of tariffs related to the service of organizing storage at temporary storage warehouses and published on the Contractor's official website at: <https://www.edhl.kz/?lang=en>.

1.7. The beginning of the validity period of this offer is the date of its publication on the official website of the Contractor at: <https://www.edhl.kz/?lang=en>.

1.8. The expiration date of the offer is determined by the Contractor and published by it on the official website <https://www.edhl.kz/?lang=en>, by placing a document confirming the extension of the offer or the date of termination of the offer.

1.9. The Contractor has the right at any time to change the terms of the Agreement (offer) unilaterally without prior agreement with the Customer, without signing any agreements, while ensuring publication of the changed conditions on the official website of the Contractor at: <https://www.edhl.kz/?lang=en>.

1.10. The Customer is obliged to independently monitor any updates to the information posted on the Contractor's website, including monitoring changes in the conditions for the provision of Services, changes to this Agreement and any other materials that are directly or indirectly related to the provision of the Service or affect them.

1.11. Services for organizing the storage of goods include: storage in own temporary storage warehouse or concluding storage agreements with organizations that store goods that have not undergone customs clearance and have the necessary permits for this; preparation and provision of accompanying documentation for customs declaration; delivery of goods to storage locations; as well as other services related to the organization of storage of goods.

1.12. The beginning of the provision of services for organizing the storage of goods at a temporary storage warehouse is the date of notification of the arrival of goods at the temporary storage warehouse, and the date of provision of services is the date of provision of goods release from the temporary storage warehouse from the customs authority and export of goods from the temporary storage warehouse.

1.13. The maximum storage period for goods at a temporary storage warehouse is four months from the date of arrival of the goods at the temporary storage warehouse.

2. COST OF SERVICES AND PAYMENT PROCEDURE.

2.1. The cost of services is determined in accordance with the Contractor's tariffs published on the Contractor's official website at: <https://www.edhl.kz/?lang=en>. The Contractor reserves the right to change tariffs, as well as introduce new tariffs for new services.

2.2. After acceptance and registration of the goods, the Contractor notifies the Customer about the arrival of the goods at the temporary storage warehouse, prepares and provides the Customer with accompanying documentation for further customs clearance, and also sends the Customer an invoice for payment for the "Service for the preparation and provision of accompanying documentation for customs declaration", which must be paid by the customer within 8 (eight) business days from the date of invoice.

2.3. Upon provision of services, the Contractor issues an invoice to the Customer for the amount of services under this Agreement. This invoice is sent by the Contractor to the Customer by e-mail specified in the details of the DHL waybill, with subsequent transfer of the originals of the specified invoice upon the Customer's request. The Customer makes payment within 8 (eight) business days from the date of invoice.

2.4. Upon agreement of the parties, the Contractor may issue the invoice specified in clause 2.3 of this Agreement to a third party if there is written confirmation from the latter to pay this invoice.

2.5. The Customer pays for the Contractor's services by transferring to a bank account or depositing into the Contractor's cash desk the amount specified in the invoice issued by the Contractor for payment.

3. RIGHTS AND OBLIGATIONS OF THE PARTIES.

3.1. Contractor is obliged to:

3.1.1. Ensure registration of incoming goods at the temporary storage warehouse in accordance with the requirements of the Customs legislation of the Republic of Kazakhstan, in particular the Code of the Republic of Kazakhstan "On customs regulation in the Republic of Kazakhstan" (hereinafter referred to as the "Code");

3.1.2. Carry out loading and unloading operations of all types of goods, with the exception of bulk and liquid goods, on his own or by involving third parties, whose services are paid in accordance with the current tariffs for temporary storage warehouse services;

3.1.3. After acceptance and registration of the goods, notify the Customer about the arrival of the goods at the temporary storage warehouse, as well as prepare and provide the Customer with accompanying documentation for further customs clearance;

3.1.4. From the moment of acceptance until the moment of removal of the goods from the temporary storage warehouse and delivery to the Customer or Recipient, store and ensure the safety of the goods;

3.1.5. Follow the technology for storing received goods;

3.1.6. Ensure the execution of operations with goods in temporary storage in accordance with Article 173 of the Code.

3.1.7. When providing the Contractor with customs documents confirming the release of goods from the temporary storage warehouse from the customs authority in accordance with the requirements of the Code, remove the goods from the temporary storage warehouse for the purpose of delivery to the Customer or issue the goods to the Customer or Recipient.

3.2. The Customer is obliged to:

3.2.1. Provide the Contractor with documents and other information about the nature, structure and properties of the goods, the storage conditions of the goods, as well as other information necessary for the Contractor to fulfill the obligations provided for in the Agreement;

3.2.2. Ensure the provision of documents necessary for registering incoming goods at the temporary storage warehouse. In the event of failure to provide or untimely provision by the Customer of all documents necessary for registration and storage of goods, the Customer assumes the risk associated with delays in customs processing of goods, including, but not limited to, payment of any amounts arising due to the expiration of the storage period for goods within legislation of the Republic of Kazakhstan in full or payment of fines associated with violation of the terms of registration of goods at the temporary storage warehouse;

3.2.3. Make timely payments for services provided by the Contractor in accordance with the issued invoice;

3.2.4. Provide a reliable communication channel to ensure uninterrupted receipt of information about the progress of the goods being processed.

4. RESPONSIBILITY OF THE PARTIES.

4.1. The Contractor's liability is limited to the actual documented value of the lost or missing goods or the amount by which the actual documented cost of the damaged goods has decreased, but this liability of the Contractor cannot exceed the amount calculated at the rate of 30.00 US dollars per kilogram of the weight of the lost, missing,

or damaged goods. The specified amount of damage is calculated in national currency - tenge at the exchange rate of the National Bank of the Republic of Kazakhstan on the date of invoice. An invoice cannot be issued earlier than the date of receipt of written confirmation of the Contractor's acceptance of responsibility. The fact of damage to the Customer and the amount of compensation in tenge are indicated in the act drawn up and signed by authorized representatives of the Parties.

4.2. The Contractor is not liable for any indirect losses and/or lost profits of the Customer, even if such indirect losses and/or lost profits are foreseeable or if the Contractor was notified of them or could or should have known about them.

4.3. The Contractor is exempt from liability for damage caused during the processing of goods if he proves that he took all measures within his power to properly fulfill the obligation, as well as in the following cases:

- a) if the Customer cannot provide the necessary evidence of damage caused;
- b) if the damage arose due to the Contractor's compliance with legislation, rules and regulations of government bodies and/or due to non-compliance with these requirements by the Customer;
- c) if the damage arose as a result of an exceptional property, defect, quality or flaw inherent in the goods;
- d) if the damage arose as a result of the absence, insufficiency and/or unreliability of information provided by the Customer to the Contractor about the characteristics of the goods;
- e) if there is no direct causal connection between the failure to fulfill the conditions and the damage.

The Contractor is also not responsible for shortages or damage to goods in pallets that do not have external damage to the packaging.

The Contractor is not responsible for any obligations of the Customer to third parties in relation to the goods placed on the temporary storage warehouse.

4.4. The Customer bears full responsibility for non-payment of customs duties, for non-compliance of goods placed in the warehouse with shipping and transport documents, for the declared properties of the goods. In particular, in the event of failure or improper fulfillment by the Customer of its obligations under this Agreement (including the obligation to pay customs duties in respect of goods), resulting in damages to the Contractor, including bringing the Contractor to liability, the Customer pays the Contractor a penalty at a 100% rate of the amounts of fines and other administrative penalties imposed on the Contractor, and also compensates for all other damage caused to the Contractor.

4.5. For late payments for the Contractor's services rendered, the Customer is charged a penalty of 0.5% for each day of delay.

4.6. In case of exceeding the maximum period of storage of the Customer's goods at the temporary storage warehouse, provided for by the customs legislation of the Republic of Kazakhstan, the Customer reimburses the Contractor for all the latter's expenses associated with the subsequent storage of the goods at the temporary storage warehouse, as well as with compliance with the procedure for possible confiscation of the goods by the customs authority when placing the goods under the appropriate customs procedure.

5. FORCE MAJEURE.

5.1. Neither Party is liable for failure to fulfill its obligations if this failure was the result of force majeure. In this case, the Party that has not fulfilled its obligations due to force majeure must notify the other Party in writing about this within a week. This notice must contain information about the nature of the force majeure event and, to the extent possible, the damage caused by the party's failure to perform its obligations.

5.2. Force majeure is considered to be circumstances beyond the control of the Parties that, for reasonable reasons, cannot be prevented or foreseen in advance: wars, civil unrest; earthquakes, floods, fire or other natural disasters, strikes or disputes between workers and employees, as well as acts of war, acts and actions of government bodies.

6. CLAIMS AND DISPUTES RESOLUTION PROCEDURE.

6.1. All disputes related to the execution of this Agreement must, if possible, be resolved through negotiations; if agreement is not reached between the Parties within 30 (thirty) days from the receipt of the claim, then, at the request of any Party, such a dispute may be referred to the Specialized Interdistrict Economic Court of Almaty, Republic of Kazakhstan.

7. OTHER PROVISIONS.

7.1. The Agreement is considered concluded at the moment of acceptance of the offer in accordance with clause 1.6 of this Agreement and is valid until the Parties fully fulfill their mutual obligations under the Agreement.

7.2. In everything else not regulated by this Agreement, the Parties will be guided by the legislation of the Republic of Kazakhstan.