

PUBLIC AGREEMENT

on the provision of forwarding, transport
and other related services

GOODS YARD sp. z o.o. (hereinafter the “Contractor”), operating under the trademark **Art Shipping Group**, represented by Director (Member of the Management Board) **Mykhailo Yevhenovych Ponomarenko**, acting pursuant to the Articles of Association/Entry in the National Court Register (KRS), in accordance with Articles 633 and 634 of the Civil Code of Ukraine, hereby offers to an unlimited number of persons the opportunity to receive forwarding, transport and other related services under the terms of this Public Agreement (hereinafter the “Agreement”).

1. Definitions

1.1. **Waybill** – the sole transport document under which the Shipment is carried out and which has an individual number. A waybill signed by the Parties confirms the conclusion of the Agreement.

1.2. **Shipment** – goods, documents or correspondence addressed to the Consignee, duly prepared for dispatch in proper packaging and with a correctly completed Waybill.

– Document shipments: properly packed documents, business papers, correspondence or information (excluding information prohibited by law or requiring permits).

– Non-document shipments: goods that are subject to declared value.

1.3. **Consignor (Sender)** – any individual or legal entity dispatching a Shipment to the address indicated in the Waybill.

1.4. **Consignee (Receiver)** – any individual or legal entity receiving the Shipment, whose name or company name is indicated in the “Consignee” block of the Waybill.

1.5. **Customer** – any individual or legal entity paying for services provided by the Contractor. The Customer and the Consignor may be the same person.

1.6. **Acceptance Certificate** – a certificate of services provided by the Contractor.

1.7. **Discrepancy Report** – a document confirming shortage, nonconformity or damage to the Shipment.

1.8. **Door-to-door delivery** – acceptance of the Shipment from the Customer at an agreed location and delivery to the address indicated in the Waybill.

1.9. **Special services** – transport services not included in the standard list, provided under special conditions individually agreed with the Customer.

1.10. **Declared value of the shipment** – the value indicated by the Consignor in the Waybill.

1.11. **Marking (special marking)** – inscriptions, images or symbols placed on the packaging or shipment for correct transportation and delivery.

1.12. **Branch working day** – a day when a branch provides services according to its established schedule.

2. General Provisions

2.1. The Agreement is concluded by the Customer's accession and acceptance of all its terms without the need to sign a written copy, and it has legal force pursuant to Articles 633 and 634 of the Civil Code of Ukraine.

2.2. Each Party guarantees that it has the necessary legal capacity, rights and authority to conclude and perform this Agreement.

2.3. The Agreement is binding on the Contractor from the date of its publication on the official website <https://artshippinggroup.org>.

2.4. The Agreement is binding on the Customer from the moment of acceptance of the Contractor's offer.

2.5. Unconditional proof of acceptance is the Customer's registration on the website <https://artshippinggroup.org> or transfer of the Shipment to the Contractor.

3. Subject of the Agreement

3.1. The Contractor undertakes to carry out the transportation of the Customer's Shipments and/or to provide forwarding and other related services, while the Customer undertakes to pay for such services in full and on time.

3.2. Payment shall be made on the basis of invoices and certificates of acceptance.

3.3. Services may include: transportation by various modes of transport, receipt, storage, weighing, customs clearance, and other related activities, as well as the right of the Contractor to conclude contracts in its own name or on behalf of the Customer.

3.4. By physically handing over the Shipment to the Contractor, the Customer confirms familiarity with and acceptance of the terms of the Agreement.

4. Special Terms of Service

4.1. For dispatch, the Customer shall provide the Contractor with a Shipment already packaged.

4.2. The packaging of the Shipment must comply with national standards and the requirements set by the Rules for Carriage of Goods by Road in Ukraine and other applicable regulations.

4.3. The type of packaging must correspond to the nature of the Shipment and ensure its complete integrity during transportation, taking into account handling, reloading, temperature, humidity and weather conditions.

4.4. The packaged Shipment must be sealed with a stamp, branded tape or seal to exclude unauthorized access.

4.5. Items prohibited by law from being transported (such as hazardous substances, weapons, ammunition, explosives, narcotics, psychotropic substances, animals, etc.) shall not be accepted for transport. The complete list of prohibited items is published on the Contractor's website.

4.6. The Contractor's representative (courier or branch operator) has the right to re-weigh and re-measure the Shipment to verify calculations.

4.7. The Contractor's representative performs loading/unloading only if the weight of one item does not exceed 30 kg. Otherwise, loading/unloading shall be performed by the Consignor or Consignee.

4.8. The Contractor's representative does not verify the working condition of the Shipment at acceptance or delivery.

4.9. The Shipment shall be deemed accepted from the moment the Waybill is signed by the Contractor's representative.

5. Rights and Obligations of the Parties

5.1. Obligations of the Customer:

- Carefully review and comply with the terms of this Agreement.
- Properly package the Shipment in accordance with section 4.
- Provide the Contractor with complete and accurate information about the Consignor and Consignee (including addresses, contact names, phone numbers).
- Provide truthful declared value and supporting documents (invoices, receipts). If the value is not declared, the Parties agree it shall equal UAH 200.
- Accept invoices and certificates from the Contractor and pay within the stated deadlines.

5.2. Rights of the Customer:

- Receive accurate information about services.
- Demand proper quality of services.
- Seek compensation for damages in accordance with applicable law.

5.3. Obligations of the Contractor:

- Provide services properly and in a timely manner.
- Ensure the integrity of the Shipment from acceptance until delivery.
- Arrange insurance upon request of the Customer and at their expense.
- Carry out customs clearance of export, import and transit shipments on the basis of proper documents.
- Organize repackaging, remarking, storage, handling and guarding of Shipments when requested.
- Provide proof of delivery upon written request of the Customer.
- Maintain confidentiality of Customer data.

5.4. Rights of the Contractor:

- Obtain necessary information from the Customer.
- Receive payment for services.

- Conclude contracts in its own name or on behalf of the Customer with carriers, warehouses, brokers, insurers and other parties.
- Unilaterally refuse or suspend services if they may cause harm or adverse consequences.
- Refuse, delay, cancel or return a Shipment if it poses risks, violates law or this Agreement, or if the Customer has outstanding debts.
- Unilaterally amend this Agreement by publishing a new version on the website <https://artshippinggroup.org>.

6. Prices and Settlement Procedures

6.1. The cost of services is calculated on the basis of tariffs published on the Contractor's website.

6.2. Tariffs may be changed unilaterally by the Contractor.

6.3. The price of transportation is based on actual or volumetric weight, whichever is greater.

Formula for international shipments:
 $(\text{length} \times \text{width} \times \text{height in cm}) \div 4000$

6.4. Settlements for express delivery services are made in Ukrainian national currency within the deadlines specified in the invoice.

6.5. Invoices and acceptance certificates sent from the Contractor's email address to the Customer's registered email address are considered originals and remain valid until exchanged for originals.

7. Liability of the Parties

7.1. In case of breach of obligations under the Agreement, the Parties shall be liable as set forth herein and under applicable Ukrainian law.

7.2. The Contractor is responsible for the external condition of the Shipment (packaging intactness) from acceptance until the Waybill is signed by the Consignee.

7.3. The Contractor is not liable for internal contents if the packaging is intact and no Discrepancy Report is drawn up.

7.4. The Contractor is not liable for the technical condition of the contents.

7.5. Absence or inadequacy of packaging releases the Contractor from liability.

7.6. The Contractor is not liable for delays or misdelivery caused by incorrect or incomplete data in the Waybill.

7.7. If the contents do not correspond to the declared description, while the packaging is intact, the Customer bears responsibility.

7.8. The Customer is responsible for the accuracy of information about the contents and the Consignee.

7.9. Only the Consignee indicated in the Waybill or an authorized representative may receive the Shipment.

7.10. Shortages or discrepancies shall be established by a commission including representatives of both Parties, with a Discrepancy Report.

7.11. Claims made without proper procedure or with inadequate packaging shall not be accepted.

7.12. If the Consignee refuses to accept the Shipment, the Customer must pay return costs. If not, the Shipment is destroyed.

7.13. The Contractor's responsibility ends upon delivery of the Shipment to the Consignee. Reports issued after delivery are invalid.

7.14. If the Customer delays payment, the Contractor may withhold the Shipment until full payment.

7.15. Payment of penalties does not release the Parties from their obligations.

7.16. The Shipment may be stored free of charge for 5 working days. After this period, storage fees are charged.

7.17. If no remarks are made at receipt, the Shipment is considered delivered in proper condition.

7.18. Reports or expert opinions prepared without the Contractor's representative are invalid.

7.19. The Contractor's liability cannot exceed the declared value of the Shipment.

7.20. Disputes shall be resolved under Ukrainian law.

8. Force Majeure

8.1. The Parties are not liable for non-performance caused by force majeure beyond their reasonable control.

8.2. Proof of force majeure shall be a document issued by the Chamber of Commerce and Industry of Ukraine.

9. Confidentiality and Personal Data Protection

9.1. By registering on the Contractor's website or dispatching a Shipment, the Customer consents to processing of personal data.

9.2. The Contractor shall not disclose Customer information, except where required by law or necessary for performance of obligations.

9.3. The Contractor is responsible for keeping its data up to date but is not liable for outdated or incorrect Customer data.

10. Term and Termination of the Agreement

10.1. The Agreement takes effect from the moment of the Customer's registration on <https://artshippinggroup.org> or transfer of the Shipment to the Contractor (whichever occurs first) and remains valid until terminated by either Party.

Registered Office and Company Details of the Contractor

GOODS YARD sp. z o.o. (trademark **Art Shipping Group**)

Official website: <https://artshippinggroup.org>

E-mail: contact@artshippinggroup.org

Phone: +380 67 234 45 58

Legal address: ul. Marii Curie-Skłodowskiej 3/27, 20-029 Lublin, Poland

Tax ID (NIP): 7123457410

REGON: 525642278

KRS: 0001043331

EORI: PL712345741000000