**Public offer agreement**

**FE LLC "FARGO PARCEL SERVICE"**

**Public offer**

**On the conclusion of an agreement for the provision of postal and courier services**

**FE LLC "FARGO PARCEL SERVICE"** represented by the General Director Abdullaev A.A., acting on the basis of the Charter, hereinafter referred to as the "Contractor", on the one hand, will conclude an Agreement for the provision of postal and courier services with any person that meets the definition of "Customer".

**Terms and their meaning**

**Agreement** - an agreement for the provision of postal and courier services concluded between the Contractor and the Customer by accepting this public offer, together with all Annexes, Addenda and Additional Agreements to it. Any reference in this public offer to the Agreement (a clause of the agreement) and / or its terms means a corresponding link to this public offer.
**Acceptance** - full and unconditional acceptance by the Customer of this Offer, all its provisions and other conditions arising from it.
**Customer** - the person who made the Acceptance, by virtue of which this Agreement is considered concluded between this person and the Contractor.
**Parties** - the Contractor and the Customer. The Contractor and the Customer individually may also be referred to as a Party.
**Departure** is a registered postal item, consisting of any number of places related to it, if the corresponding restrictions are not provided for by the tariff plan
**General Conditions** (hereinafter referred to as GC) - General Conditions for the provision of services **by FE LLC "FARGO PARCEL SERVICE"** . A document having the force of an agreement (agreement) and defining the general rules, principles and procedure for the provision by the Contractor of postal and courier services, as well as other types of services posted on the Contractor's website https://www.fargo.uz.

**Preamble**

The procedure for concluding and executing this Agreement is determined in accordance with the provisions of the Civil Code of the Republic of Uzbekistan, other regulatory legal acts of the legislation of the Republic of Uzbekistan.
The Customer under this Agreement, by entering into this Agreement, expresses his full and unconditional agreement with all the clauses and provisions of the GC and this Agreement, is fully acquainted with the text of the GC and this Agreement, is fully aware of the meaning and meaning of all clauses of the GC and this Agreement, expresses his full and unconditional consent to the terms of the GTC and this Agreement.

**1. The Subject of the Agreement**

1.1. The Customer instructs, and the Contractor assumes obligations to provide postal and courier services for the delivery of Shipments within the Republic of Uzbekistan, as well as, if necessary, their temporary storage (hereinafter referred to as the "Services"). In this case, the Customer undertakes to pay for these Services.

**2. Terms of this agreement**

2.1. The main and integral part of this Agreement are the GTC approved by the Order of the General Director of the Contractor and published by the Contractor in scanned form on the website: [https://www.fargo.uz](https://www.fargo.uz/) . The GTC contain all the rules and conditions for the provision of services under this Agreement.
2.2. The scanned signature of the General Director of IP LLC "FARGO PARCEL SERVICE" on the above document is a complete analogue of the handwritten signature of the General Director of the Contractor (in accordance with part 2 of article 107 of the Civil Code of the Republic of Uzbekistan). These documents are an exact electronic copy of the same documents kept by the Contractor in paper form and are originals.
2.3. A person is considered to have concluded this Agreement with the Contractor and unconditionally accepted all the conditions of this public offer (acceptance) in cases where this person performs any of the following actions: 2.3.1

. Submission of an application from the site [https://www.fargo.uz](https://www.fargo.uz/) or a personal account on the site [https://www.fargo.uz](https://www.fargo.uz/) ;
2.3.2. Calling the Contractor's phone numbers and ordering orally, with the obligatory procedure for agreeing all the necessary conditions with the Contractor's employee;
2.3.3. Placing an order directly at the office (point) of the Contractor.

2.4. When concluding the Agreement, the Customer unconditionally confirms that he has fully read and fully agrees with the Agreement, as well as with the GTC in force at the time of the conclusion of the Agreement. The fact of full agreement with all the above conditions is the conclusion of this Agreement.
2.5. The Contractor has the right at any time to unilaterally change the content of any paragraphs of the GU and / or the entire text of the GU.
2.6. Upon the implementation of paragraph 2.5. of this Agreement, the Contractor publishes a scanned version of the GU in a new edition on the website [https://www.fargo.uz](https://www.fargo.uz/) no later than 7 working days before the date of their entry into force. At the same time, the Customer unconditionally confirms that the fact that the GI is located on the site [https://www.fargo](https://www.fargo/).uz is sufficient for the Customer to consider that the GI come from the Contractor. Also, the Contractor may (but is not obliged to) personally notify the Customer of the fact of making changes to the GTC.
2.7. The Contractor has the right at any time to unilaterally change the rates indicated on <https://www.fargo.uz/tarifs> .
2.8. Upon the implementation of clause 2.7. of this Agreement, the Contractor publishes new rates on the website [https://www.fargo.uz](https://www.fargo.uz/) no later than 7 working days before the date of their entry into force. At the same time, the Customer unconditionally confirms that the fact of finding new tariffs on the website [https://www.fargo](https://www.fargo/).uz is sufficient for the Customer to consider that these changes come from the Contractor. Also, the Contractor may (but is not obliged to) personally notify the Customer of the fact of making changes to the tariffs of the FE LLC "FARGO PARCEL SERVICE".
2.9. From the moment of placing an order by any of the methods specified in clause 2.3 of this Agreement, this Agreement enters into force, and the Customer acquires all rights and obligations under the terms of the Agreement and GTC.

**3. Cost of services and payment procedure**

3.1. The cost of the Shipment is calculated by the Contractor based on the physical and volumetric weight of the Customer's Shipment at the rates indicated at <https://www.fargo.uz/tarifs> . Tariffs under the Agreement are established in the national currency of the Republic of Uzbekistan "Sum".
3.2. Payment is made by the Customer by depositing funds to the account of the Contractor or by the methods indicated on [https://www.fargo.uz](https://www.fargo.uz/) .

**4. Rights and obligations of the parties**

**4.1. The Contractor assumes the following obligations:**
4.1.1. In accordance with the GTC, accept the Shipment from the Customer and deliver it to the address specified by the Customer at prices, according to <https://www.fargo.uz/tarifs> .
4.1.2. Ensure all necessary measures to ensure the safety of the Shipment from the moment the Shipment is received from the Customer and until the moment it is handed over to the Recipient, including not disclosing the contents of the Shipment to third parties.
4.1.3. Take all reasonable steps to deliver the Shipment promptly.
**4.2. The Contractor has the right:**
4.2.1. Refuse to provide services if there are items, substances and goods in the Shipment that are prohibited by the current legislation of the Republic of Uzbekistan and the GU of the Contractor for shipment.
4.2.2. Demand from the Customer timely and full payment for the services rendered, as well as the fulfillment of other conditions of the GU and this Agreement and the requirements of the current legislation of the Republic of Uzbekistan.
4.2.3. Suspend the provision of services to the Customer in the absence or incomplete amount of the prepayment.
4.2.4. Involve any third parties for the proper execution of this Agreement. In this case, the Contractor will bear all responsibility for the action (inaction) of these third parties.
4.2.5. Do not accept from the Customer a Shipment in packaging unsuitable for transportation.
4.2.6. The Contractor has other rights specified in the current edition of the GTC.
**4.3. The customer assumes the following obligations:**
4.3.1. Do not transfer for delivery to the Contractor Items with prohibited content and provide complete and reliable information about the attachments intended to be sent by the Contractor.
4.3.2. Do not prevent the Contractor's employees from inspecting the Shipment for the presence of prohibited content in it, for which purpose provide the Contractor's employees with full and unhindered access to the contents of the Shipment.
4.3.3. Ensure unimpeded access of vehicles and employees of the Contractor to the place of receipt and delivery of the Shipment.
4.3.4. Assist the Contractor's employee in carrying a large-sized or heavy (according to the Contractor's rules) Shipment from the place of acceptance / delivery to / from the vehicle, or pay for this action by third parties involved by the Contractor.
4.3.5. Accept and pay for the Contractor's services on time, in accordance with the GTC and the rules located at [https://www.fargo.uz](https://www.fargo.uz/) , including reimbursement in favor of the Contractor for all additional expenses arising in connection with the execution of the Contract (surcharges and options) .
4.3.6. The customer also has other obligations specified in the current version of the GTC.

**5. Liability of the parties**

5.1. For failure to fulfill the obligations assumed under this Agreement, as well as for violation of their obligations specified in this Agreement and in the GC, the Parties shall be liable in accordance with the current legislation of the Republic of Uzbekistan.
5.2. Payment of penalties and fines does not relieve the Parties that have violated contractual obligations from compensation for losses caused by failure to comply with the terms of this Agreement.
5.3. The parties build their relations on the basis of economic partnership and mutual trust, and in case of disagreements and disputes, they are obliged to take all measures to resolve them through negotiations. If the Parties do not reach an agreement during the negotiations, then the dispute is subject to consideration in the Tashkent Interdistrict Economic Court, in accordance with the current legislation of the Republic of Uzbekistan.

**6. Force majeure**

6.1. In the event of the impossibility or partial fulfillment of obligations by either party under this contract, namely: fire, natural disasters, accidents, incl. man-made, war, military operations of any nature, blockade, epidemics or other obligations beyond the control of the parties, the deadline for performance is postponed in proportion to the time during which such obligations will be in force.
6.2. If these circumstances continue for more than 3 months, each of the Parties will have the right to refuse further fulfillment of obligations under the contract, and in this case, none of the Parties will have the right to reimburse the other party for possible losses.
6.3. The Party for which it has become impossible to fulfill obligations must immediately notify the other Party of the occurrence or termination of obligations under this agreement.
6.4. Certificates, official information, legal acts issued by the relevant authorities at the location where these circumstances occurred will serve as proper evidence of the existence of force majeure circumstances and their duration.

**7. Other terms**

7.1. This Agreement shall enter into force from the moment specified in paragraph 2.3 of this Agreement, and shall be valid until the Parties fully fulfill their obligations.
7.2. In all other respects that are not regulated by this Agreement, the Parties are guided by the GTC and the regulations of the current legislation of the Republic of Uzbekistan.
7.3. Further changes and additions may be made to this Agreement by signing by the Parties of the relevant supplementary agreements, which are an integral part of this Agreement. At the same time, all annexes and additions to this agreement are an integral part of the latter.
7.4. The Contractor has the right to transfer its rights and obligations under the agreements concluded between the Contractor and the Customer to third parties without the written consent of the Customer, provided that the Customer is notified of the fact of the transfer of such rights and obligations.
The Customer is not entitled to transfer his rights and obligations under the contracts concluded between the Contractor and the Customer to third parties without the written consent of the Contractor.
" or for the entire Agreement.
If any provision of this Agreement contradicts any NLA of the Republic of Uzbekistan, then this provision is considered invalid. However, all other provisions remain in effect. However, the Customer and the Contractor will endeavor to replace any invalid or unenforceable provision with a valid and enforceable provision that will, to the extent possible, serve the purpose of the replaced provision.
7.6. The Agreement may be terminated or amended in cases and in the manner prescribed by the legislation of the Republic of Uzbekistan. In case of termination of the Agreement, the Parties must make mutual settlements for all obligations that took place before its termination.
7.7. The Contractor is not responsible for notifying or not notifying any third parties of the termination of the Agreement and for the possible consequences resulting from such a warning or its absence.
7.8. The provisions of the GTC shall prevail in the event of any conflict between the provisions of the GTC and the terms of this Agreement.
7.9. Any notices, warnings, consents, requests or demands from one party to another must always be submitted in writing, e-mail message, facsimile message. The Parties may, by mutual agreement, use other means of communication.
7.10. Each of the parties is obliged to immediately inform the other party of any events and / or circumstances known to it that could adversely affect the timely and proper performance by this party of its obligations under this agreement.