

## **Agreement with the Customer of Electronic Store of the National Bank of Georgia**

**Taking into Account the Binding Nature of the Agreement, Please Read with Attention**

### **I**

#### **General Provisions**

1. This Agreement is a binding agreement between the National Bank of Georgia (hereinafter – National Bank) and Customer of Electronic Store located on the web-page of the Museum of Money of the National Bank (hereinafter – web-page of the Museum of Money). In accordance with the terms provided in this Agreement the National Bank delivers the goods, existing in the internet store, ordered by the Customer, to the Customer.
2. By pressing the button “I agree” the Customer expresses consent to the terms specified in this Agreement. On the basis of the mentioned Agreement, the National Bank is obliged to transfer the goods into the Customer’s ownership and the Customer is obliged to pay the price of the order and receive the goods.
3. The cost of order includes the price of the goods, the cost of transportation, insurance and banking service. Besides, the Bank ensures receiving of the cost of banking service directly from the Customer.
4. The National Bank reserves the right to refuse to fulfill the received orders without providing any explanations to the Customer; the Customer will be informed about it within three office days from the date of placement of the order.

### **II**

#### **Terms of Payment**

1. The price of goods is provided in national currency and all payments shall be made in LARIS .
2. The National Bank reserves the right to change the price. The change of price shall not affect the goods, in regard to which the National Bank has already received the order in accordance with the terms of this Agreement.
3. The Consumer can pay the cost of goods placed on the web-site by plastic card, as well as bank transfer.
4. In the case of bank transfer the ordered goods will be delivered only after full transfer of the cost of the order to the account of the National Bank.
5. In the case of bank transfer the cost of the order shall be transferred to the account of the National Bank within 5 office days from the date of placement of the order. If the Customer fails to transfer the amount in the abovementioned time period, the National Bank reserved the right to cancel the existing order. The cost of the order shall be paid by single-time transfer of the amount.
6. For the purpose of payment of the cost of the order made through the Internet store by plastic card, plastic cards, emitted by commercial banks registered in Georgia, of Visa, MasterCard and American Express system, shall be used. Non-personified and commercial (business, corporate) type card can’t be admitted as the means of payment.
7. Security of payment is protected using “Verified by Viza“ and “MasterCard Secure Code“ technologies.

8. In the case of settlement of accounts by plastic card, the cost of the order will be blocked on the account of the plastic card specified in the order form, in favor of the National Bank.
9. The cost of the order will be cut off from the card account only after receipt of goods by the Customer, on the basis of the commercial invoice, signed by him/her.

### III

#### **The Terms of Placement of the Order and Delivery**

1. The National Bank is authorized to select the transport company and the form of packaging of the goods at its own discretion.
2. Delivery of goods shall be carried out throughout Georgia, only to the locations and in time periods, specified on the web-page of the Museum of Money.
3. The costs of transportation, insurance and banking service shall add to the cost of goods and the Customer shall be charged with them.
4. In the case of placement of the order in non-office days or hours, the period of delivery the goods may increase maximum by two working days.
5. If the date of delivery falls on non-working day, it shall be performed on the next first working day.
6. After placement of the order, transport company shall contact the Customer to the contact number specified on the web-page of the Museum of Money and inform him/her about the specific time of delivery of the goods, which shall not exceed the established periods, with the exception of the case specified in p.4 of this Article.
7. Delivery of goods shall be carried out to the shipping address specified by the customer in the order form. If timely delivery of goods is impossible, the transport company shall be obliged to inform the National Bank and the Customer about the mentioned fact.
8. If the Customer demanded to deliver the goods to the address other than that specified in the order, the transport company shall be authorized to deliver the goods, subject to the consent of the National Bank, to the other address agreed with the Customer only if the rate of delivery of the goods doesn't exceed the rate, agreed initially.
9. The transport company shall hand in the goods in sealed form only to the person, who was identified on the web-page of the National Bank as the Customer. Taking into account the above mentioned, the Customer shall have an identification document (ID card or residence certificate, passport), the data of which shall coincide with the data specified on the web-page. Otherwise the goods will not be released and the Customer will be charged with the costs related to their delivery.
10. The Customer, in the presence of the representative of the transport company, shall open the sealed goods and inspect them visually; write code word, specified in the relevant field when ordering the goods on the web-page of the Museum of Money, in the commercial invoice and sign the commercial invoice and this Agreement.

11. The goods shall not be released to the Customer without indication of the code word in the commercial invoice and the customer shall be charged in full with the costs of delivery of goods and banking service.
12. If the customer receives the goods together with the carrier without visual inspection and doesn't make a claim about the damage of goods, it shall be considered that he/ she has received the goods without any defects, according to the agreed terms.
13. After signing of this Agreement and the commercial invoice his/ her claims shall not be received.
14. If the Customer refuses to receive the goods, he/ she shall specify the reason of refusal to receive the goods and short content of the claim in the column, allocated in the commercial invoice specially for this purpose.
15. The National Bank shall not consider the claims expressed by the Customer for the dislike and/or unawareness of the design and specification of the goods.
16. In the case of non-receipt of the goods for the reason of defect and/ or visible damage the National Bank shall inspect the returned goods itself and inform the Customer about the relevant decision electronically or by mail, within reasonable time period.
17. If the National Bank confirms the existence of defect and/ or visible damage of the returned goods, the cost of purchase of the goods, including the cost of delivery, insurance and banking service, shall be reimbursed to the Customer in full and other liability shall not be imposed on the National Bank. Otherwise the Customer shall be charged with the payment of the cost of delivery of the goods, insurance and banking service. In this case the order will be cancelled and the costs will be covered from the amount, blocked on the account of the Customer's plastic card or from the amount transferred by him/ her.
18. No rights shall emerge on the part of the Customer due to the fault of the goods, if he/ she was aware about it in the moment of concluding of the Agreement.
19. If it is impossible to deliver the goods in established period due to the Customer, the National Bank shall cancel the order, and the Customer shall be charged with the payment of all costs caused by this action and it will be carried out from the amount blocked on his/ her plastic card or transferred by him/ her.
20. If the transport company fails to deliver the goods to the destination in due period, the Customer shall be obliged to inform the National Bank about it immediately. Besides, the Customer shall be authorized to demand the cancellation of the order and reimbursement of the amount in the case of delay of delivery of the goods. No other obligation shall be imposed on the National Bank.
21. In the case of cancellation of the order the amount transferred from the Customer's bank account shall be returned back or the amount, blocked on his/ her plastic card account shall be released within five working days from the date of cancellation of the order.

## IV Obligations of the Parties

1. In accordance with this Agreement the National Bank shall be obliged to:
  - a) Hand over to the Customer the property, having to rights' -related or material fault;
  - b) Hand to the Customer all documents, accompanying the goods;
  - c) In the case of violation of the Agreement on its part, ensure reimbursement of the cost of goods to the Customer;
  - d) Not to disclose the information, entered by the Customer into the relevant fields of the web-page of the Museum of Money, with the exception of the cases provided by legislation and the information required for the transport company for the delivery and handing over of the goods at the location specified by the Customer;
  - e) Not to disclose the code work specified by the Customer on the web-page of the Museum of Money.
2. In accordance with this Agreement the Customer shall be obliged to:
  - a) Fully pay the cost of the ordered goods, its delivery and insurance in accordance with the price specified on the web-page of the Museum of Money, and in the case of ordering of goods by plastic card – also pay thy cost of banking service.
  - b) fully and correctly fill in the fields on the web-page of the Museum of Money and present authentic documents for receipt of the goods (ID or residence certificate). The Customer shall be fully responsible for the results caused by specification of incorrect data and/or presentation of false documents;
  - c) In the case of violation of Agreement through his/ her fault, reimburse the costs of delivery of goods, insurance and banking service;
  - d) Not to cause any damage to the web-page of the Museum of Money or perform any action which could cause damage to the web-page of the Museum of Money or the related third party;
  - e) Not to disclose code word specified by him/ her on the web-page of the Museum of Money to the third person;
  - f) enter correct code word in the commercial invoice. The Customer shall be fully responsible for the results caused by entering incorrect code word;
  - g) contact the National Bank immediately in the case of non-delivery, late delivery or other incompliance:  
Tel.: +995 32 2406 405; +995 322 406 450  
Fax:+995 322 406 577  
E-mail: info@moneymuseum.nbg.ge
3. The Customer, who performs purchase of goods through the web-page of the Museum of Money, shall be full-age and capable.
4. Use of other person's plastic card is inadmissible.
5. After having informed the Customer in Advance, the National Bank shall be authorized to change the terms of this Agreement. The National Bank shall send an e-mail on change of the terms of the Agreement to the Customer to the address specified on the web-page of the Museum of Money, two weeks in advance. If the Customer doesn't agree to the changed terms, he/ she shall be authorized to inform the National Bank about it within two weeks from the date of receipt of the message. In the case of refusal the Agreement concluded between the National Bank and the Customer will be cancelled. If the Customer doesn't inform the National Bank about his/ her position during two weeks, it

shall be considered that he she agrees to the mentioned terms and further claims in regard to the changed terms shall not be received.

## V

### **Force Majeure**

1. The parties to the Agreement shall not liable for failure to fulfill the terms of this Agreement if it was caused by force majeure situation, in the case of which their fulfillment by the parties becomes impossible. Force majeure situation includes war, natural disaster (earthquake, flooding, fire, landslide), epidemic. The time periods established for the fulfillment of obligations provided by this Agreement shall be postponed according to the period of existence of force majeure situation. In this case the party shall be released of the responsibilities only during the period of existence of force majeure situation. These obligations shall be fulfilled immediately upon termination of force majeure situation.