

Terms and Conditions for portal.sitc.ge Website

Welcome to portal.sitc.ge, the official portal of "Steel International Trading Company" LLC (SITC). These Terms and Conditions ("Terms") govern your use of the company's website and all services offered by SITC, including: completing transit declarations in the "NCTS" system ("New Computerized Transit System") and issuing the corresponding guarantee amount (collectively, the "Services").

By accessing the company's website or using the Services, you agree to be bound by these Terms. Please read them carefully. If you do not agree to these Terms, you are not permitted to use our Services.

1. Definitions

Terms used in these Terms have the following meanings:

"NCTS (New Computerized Transit System)": The specialized website of the Revenue Service of Georgia, www.ncts.rs.ge, used for carrying out customs formalities for international transit operations between Georgia and the countries that are members of the Convention on a Common Transit Procedure (CTC).

"Countries that are members of the Convention on a Common Transit Procedure (CTC)": Member countries as defined by the Convention on a Common Transit Procedure, whose list is updated and available from official sources.

"Transit Declaration": An electronic customs declaration submitted through the NCTS system for placing goods under a transit procedure, including but not limited to T1 declarations, which is an official electronic document submitted by the User to NCTS via the Service Provider.

"Guarantee": A means of securing import duties submitted by the Service Provider to the customs authority within the framework of the transit procedure in accordance with the customs legislation of Georgia. The guarantee may be general or individual.

"Service Provider": A natural or legal person who provides services for completing and submitting customs transit declarations in the NCTS system.

"NCTS Operator / Transit Operator": A person who, in accordance with Georgian legislation, has been granted access to the NCTS system and completes and submits transit declarations on behalf of the procedure holder. For the purposes of this agreement, the Service Provider shall be considered the Transit Operator.

"User": A natural or legal person who enters into this agreement with the Service Provider and uses the NCTS Services.

"Procedure Holder": In accordance with Georgian customs legislation and the Convention on a Common Transit Procedure (CTC), a person (exporter, importer, carrier or other authorized person) who is ultimately responsible for the data in the transit declaration in the NCTS system, the successful completion of the procedure, and related customs/tax obligations. For the purposes of this agreement, the User shall be considered the Procedure Holder if they are acting on their own behalf, or the person who granted authorization to the User, on whose behalf the User requests the provision of services.

"Website/Portal": The official website of the Service Provider, portal.sitc.ge, through which NCTS services are requested, managed, and/or related information is exchanged.

"Sanctions": Restrictions, prohibitions, and/or other measures imposed by any state or international body, including but not limited to the United Nations, the European Union, the United States, or any other jurisdiction, relating to natural or legal persons, goods, services, or operations, due to conflicts, terrorism, proliferation of weapons, or other violations of international law.

2. Acceptance of Terms

2.1. By registering on, accessing, using portal.sitc.ge, and/or checking the appropriate consent box, you confirm that you have fully read, understood, and unconditionally agree to these Terms, as well as SITC's Privacy Policy. Your aforementioned action (registration, website access, use, and/or checking the box) constitutes a legally binding agreement between you and SITC, which is equivalent to a written agreement executed by the parties.

2.2. These Terms become effective upon access to the website or use of the Services.

2.3. SITC reserves the right to update, change, or replace any part of these Terms at any time by posting updates and changes on the website. It is your responsibility to check our website periodically for changes. Your continued use of the website or Services after the posting of changes implies acceptance of those changes.

3. Services Provided by SITC:

3.1. SITC undertakes to complete and submit transit declarations in NCTS and issue the necessary financial guarantees based on the User's request and in accordance with the complete and accurate documentation submitted by the User.

3.2. Services are provided for the movement of goods from Georgia to a CTC member country or through it to a third country, or from a third country through the customs territory of Georgia to a CTC member country.

3.3. All transit declarations by SITC are submitted through the following official platform: www.ncts.rs.ge.

4. User's Main Obligations:

4.1. You are solely responsible for providing SITC with complete, accurate, truthful, and timely data and documentation required for the transit declaration and any other services. This includes, but is not limited to: waybill, invoice, packing list, permits/licenses, commodity codes, weight, value, identification of consignor/consignee. The information you provide must not contain misleading, false, or incorrect data and must not infringe the rights of third parties.

4.2. You must ensure that all your operations, including the transportation of goods, comply with the applicable customs, transit, and transport laws, regulations, and conventions of Georgia, CTC member countries, and any other relevant jurisdiction, including NCTS and CTC rules, which includes making customs payments and adhering to customs procedures related to the transportation of goods across the border of any country.

4.3. You must ensure the timely presentation of goods to the customs office of destination and the immediate completion of all necessary customs procedures. You are obliged to immediately ensure the closure of the NCTS declaration after the goods arrive at their destination and the relevant customs procedures are completed. In the event that the import/procedure is not carried out in a timely and proper manner, you must provide all necessary information and documentation requested by the Service Provider for the immediate closure of the transit declaration.

4.4. You confirm that you, your executives, employees, agents, or subcontractors, and the transported goods are not subject to sanctions. You further warrant that the goods, cargo, and any other items transported under these Terms are not subject to sanctions and will not be linked to any party, organization, or country subject to any type of sanction. You must immediately notify SITC and ensure the closure of the NCTS declaration if relevant sanctions are identified and/or imposed during transportation.

4.5. You must deliver the goods to the customs office of destination in the same condition as they were presented for carriage, without any damage or alteration. You shall ensure that the goods, their means of identification, or any necessary documentation are not damaged.

4.6. You must have all valid licenses, permits, or certificates required for the transportation of goods. All vehicles used for transportation must be in good working order and comply with internationally applicable safety standards. You must ensure that the goods are properly packaged and labeled in accordance with international regulations.

4.7. You must cooperate with SITC to ensure smooth transportation and compliance with all customs regulations. Immediately notify the Service Provider of any incidents, including any delays, accidents, or damage to goods. In the event of an incident, all reasonable measures must be taken to minimize damage or loss to the goods and ensure their safety.

4.8. You must provide SITC with all insurance policies required by the laws and regulations of your country of registration or CTC countries. Such insurance must remain in force for the duration of your obligations under these Terms.

4.9. You must pay the service fee in the manner and within the deadlines stipulated in these Terms.

4.10. You must fully, unconditionally, and immediately reimburse the Service Provider for any amount paid by them that arose on goods or operations declared by the User/Procedure Holder, including but not limited to: import duties, fines, penalties, sanctions, and any expenses caused by the User's provision of incorrect/incomplete information, negligence, unlawful action, or violation of the customs/tax legislation of any country.

4.11. You must protect the interests of the Service Provider, prevent any legal, financial, or administrative claims or damages caused by the User's actions or inactions, and fully reimburse the Service Provider for any expenses incurred for such protection (including court, legal, and administrative expenses).

4.12. You must ensure the provision of documentation necessary for the preparation of a new transit declaration to the Service Provider and payment of the corresponding service cost after the Service Provider has completed the transit declaration, in cases where the cargo transportation does not occur due to the User's fault.

4.13. Compliance with legislation by employees and subcontractors: You must ensure that your employees and subcontractors (if any) comply with all relevant laws and regulations.

4.14. Closure of NCTS declaration when moving to a non-CTC country: You must immediately ensure the closure of the NCTS declaration before leaving the last CTC member country on the transit route if the destination country is not a CTC member state at the time of goods movement.

5. SITC's Rights:

5.1. To request complete, accurate, and timely information and documentation from the User for completing the NCTS declaration. Also, to request additional information or documentation if required by any customs authority.

5.2. To request any financial and/or legal guarantee from the User regarding their assumed obligations. Also, to request written confirmation from the User that neither the User nor the cargo is subject to applicable sanctions.

5.3. To receive the service fee in the manner and within the deadlines stipulated in these Terms.

5.4. To unilaterally suspend or terminate the provision of services, or the User's access to the site/portal, if the User violates any of the obligations assumed under these Terms (including but not limited to

non-payment of service fees, providing inaccurate/incomplete/false information, or violating legal requirements). In such a case, SITC shall not be liable for any damage or loss incurred by the User.

5.5. To demand immediate reimbursement of any financial obligation from the User that arose from the User's action, inaction, negligence, unlawful action, and/or violation of these Terms.

5.6. To verify the User's compliance with these Terms at any time.

5.7. To refuse to provide services if it believes that the information provided by the User is incorrect, incomplete, or its submission would lead to a violation of the law.

5.8. To refuse service to sanctioned individuals/cargo or to discontinue service to a User and/or cargo that is subject to sanctions. In such a case, SITC is authorized to retain any fees received from the User.

5.9. If it is discovered that the User is subject to any sanction imposed by any state or international body, SITC is authorized to immediately refuse to provide further services stipulated by these Terms and to demand the closure of the relevant transit declaration. In this case, SITC is released from the obligations assumed under these Terms and the relevant guarantee.

6. User's Representations and Warranties

a. Authority: You represent and warrant that you are a duly registered and licensed person (if required) in accordance with applicable law, with full authority to perform transport services, including the movement of goods in full compliance with customs transit procedures.

b. Compliance with Legislation: You represent and warrant that all your operations, including transportation, comply with the applicable customs, transit, transport, and other laws of Georgia and the relevant transit countries, including the rules and requirements of the NCTS system and CTC.

c. Insurance: You represent and warrant that you will provide all necessary insurance policies stipulated by these Terms.

d. Transportation and Condition of Goods: You represent and warrant that you will transport and maintain the goods in the same condition as you received them, without any damage, loss, or alteration, in full compliance with these Terms. Throughout the entire period of transportation, you will fully ensure the protection and safety of the goods, their means of identification (seals, markings), and any necessary documentation.

e. Accuracy of Documents and Information: You represent and warrant that all documents, data, statements, and information provided to SITC are complete, accurate, truthful, and up-to-date. They fully reflect your current status, goods to be transported, transportation procedures, route, consignor/consignee, and any other details necessary for the correct completion of the NCTS

declaration and proper performance of these Terms. You assume full responsibility for the accuracy and completeness of the information provided.

f. Liability for Damage: You represent and warrant that you assume full responsibility and are obliged to reimburse the Service Provider (SITC) for any damage, loss, expense, or fine caused by your intentional, negligent action/inaction, carelessness, or any breach of these Terms.

g. Consent to Personal Data Processing: You represent and confirm that you are aware and agree that for the purpose of providing services, any personal data provided by you and/or your representatives to SITC will be processed, for which you give full and unconditional consent to SITC to process such data for the purpose of providing services, provided that the requirements of Georgian "Law on Personal Data Protection" are complied with.

h. No Conflict: You represent and warrant that the performance of the obligations stipulated by these Terms does not conflict with your other agreements, understandings, or obligations you may have with third parties.

i. Sanctions: You represent and warrant that you, as well as your executives, employees, agents, representatives, or subcontractors (if any), are not subject to any sanctions, restrictions, or prohibitions imposed by any state, international, or other jurisdiction. You further warrant that the goods, cargo, and any other items transported under this agreement are not subject to sanctions and will not be linked to any sanctioned party, organization, country, or territory. In case of detection of the existence of a sanction, you are obliged to immediately notify SITC and take all measures for the immediate closure of the NCTS declaration.

7. Financial Terms and Settlement

7.1. The service cost is calculated according to the rates defined in Annex N1 to these Terms and the relevant agreement concluded between the parties, in accordance with the value of goods declared in the NCTS system, taxes defined by Georgian legislation, and commodity codes. The parties agree that Annex N1 may be updated by SITC based on prior written notice, which will come into effect 3 (three) calendar days after the notice is sent.

7.2. You are obliged to pay the full-service cost in advance before SITC completes the transit declaration.

7.3. Payment can be made by transferring the corresponding amount to SITC's account or through the payment system integrated into the portal, based on the information and documentation submitted by you in electronic form.

7.4. After your full payment, SITC will complete and submit the transit declaration within 1 (one) calendar day (if payment is made during business hours), on the basis of which you will be authorized

to transport goods from/through the customs territory of Georgia to a destination in the European Union or a CTC member country, or through it to a third country, or from a third country through the customs territory of Georgia to a CTC member country.

7.5. Any payment or action made by an authorized person on your behalf by SITC will be considered as having been made by you in relation to you and will give rise to your full obligation. You are fully responsible for the actions of the authorized person as if they were your own actions.

7.6. Settlement between the parties will be conducted in the national currency, Lari (GEL), according to the official exchange rate set by the National Bank of Georgia on the day of payment.

7.7. In the event that you or an authorized person on your behalf do not fully and/or timely reimburse the service cost in the manner established by these Terms, SITC has the right to immediately, without any additional notice or liability:

7.7.1. Suspend the provision of any services provided for by these Terms/agreement, including for already initiated operations, until full payment is received, and/or

7.7.2. Cancel an already prepared transit declaration, as a result of which you will not be allowed to transport goods based on that declaration;

7.7.3. Demand a penalty of 0.1% of the amount due for each overdue day, in the manner established by Georgian legislation;

7.7.4. Take any measures provided for by Georgian legislation and/or these Terms/agreement.

7.8. You are fully responsible for all damages, fines, or expenses arising from your breach of payment obligations and/or SITC's suspension/cancellation of services.

8. User's Responsibility:

8.1. You assume full financial and legal responsibility and undertake to indemnify, defend, and hold SITC harmless from any damage, loss (both direct and indirect), expense (including court, legal, and administrative expenses), fine, penalty, financial sanction, customs duty (including import duties), commission, and/or any other payment or claim arising from or paid by SITC in connection with claims, disputes, or losses caused by the following reasons:

a. Your full or partial non-performance or improper performance of these Terms;

b. Intentional, negligent action/inaction or carelessness of you or persons under your control;

c. Your non-compliance with the requirements or obligations provided for by the applicable legislation of Georgia or any other country (including customs, tax legislation, or sanctions regimes);

d. Your provision of inaccurate, incomplete, false, or misleading information;

- e. Customs obligations arising from declarations registered within the NCTS transit framework and/or related goods, and/or any violation of the NCTS procedure;
- f. Intentional or accidental destruction, loss, damage, theft of goods during transportation, or non-compliance or improper compliance with transportation requirements;
- g. Any claim, dispute, or process initiated by third parties, including state bodies, caused by the actions/inactions provided for in sub-paragraphs "a" - "f" above;
- h. Activation of a guarantee submitted by SITC on your behalf and SITC's payment of any amount to a state or customs authority that arose on goods or operations declared by you based on SITC's guarantee. Furthermore, any financial obligation arising from a violation of the NCTS procedure due to your actions or actions of persons under your control (including, but not limited to, providing inaccurate information in the declaration, disappearance/loss/damage of goods, non-fulfillment of customs obligations), such as, but not limited to, import duties, customs fees, fines, and penalties, are fully and unconditionally borne by you. You are obliged to immediately reimburse SITC for any amount paid related to this obligation.

The amount of damage is calculated based on SITC's actual losses.

8.2. In case of violation of the deadline for closing the transit declaration or the obligation to close it as defined by these Terms, you are responsible for reimbursing SITC for all and any expenses and losses incurred as a result of the delay. Furthermore, you are obliged to pay SITC a penalty of 0.1% of the service cost for each overdue day.

8.3. Reimbursement of damages does not release you from the obligations assumed under these Terms, including the performance of any financial obligations.

8.4. SITC is not responsible for the loss, damage, content, value, codes, name, quantity, weight, inability to deliver to the destination, or any other issue of goods that is not directly caused by SITC's intentional or grossly negligent action/inaction during the process of completing and submitting the NCTS declaration. SITC's responsibility is clearly limited to the proper and timely provision of services based on the information provided by the User. SITC is not responsible for damages caused by:

- a. Your provision of inaccurate, incomplete, false, or misleading information;
- b. Violation/non-compliance with the legislation of Georgia or any other country;
- c. Delays, errors, and damages caused by the fault of the NCTS system, customs authorities of any country, or third parties (including transport companies), unless directly caused by SITC's intentional or gross negligence.

9. Monitoring and Data Retention

9.1. SITC reserves the right to store data provided by the User and information related to website usage history on secure servers, in accordance with Georgian legislation, for the purpose of improving services, ensuring security, and fulfilling legal requirements.

10. Communication Between Parties

10.1. Any official notice or correspondence (hereinafter "Notice") related to these Terms between the parties must be in writing.

10.2. A Notice shall be deemed duly delivered if:

10.2.1. Delivered personally to the receiving party;

10.2.2. Sent by registered mail or recognized courier service (e.g., DHL, FedEx, UPS) to the receiving party's address specified in these Terms (or other agreed address);

10.2.3. Sent by email to the email address specified on the website/in these Terms, provided that the sender receives confirmation of email receipt or written confirmation of receipt from the addressee.

10.3. A written Notice shall be deemed received:

10.3.1. In case of personal delivery - on the day of delivery;

10.3.2. In case of sending by registered mail or courier service - after the expiry of 3 (three) calendar days from dispatch (local shipment) or after the expiry of 7 (seven) calendar days (international shipment), or on the date specified in the delivery confirmation document, whichever is earlier;

10.3.3. In case of sending by email - on the day of dispatch, if confirmation of email receipt or written confirmation of receipt from the addressee is received, provided it is sent during business hours. If sent outside business hours, it will be deemed received at the start of the next business day.

10.4. The parties shall communicate at the addresses/contact details specified on the website or defined by these Terms (or any other agreed address/contact details that one party notifies the other in writing). Each party is obliged to promptly (no later than 3 (three) business days) notify the other party in writing of any change to these addresses or any of their details. Otherwise, communication carried out by the party to the last known address/contact details shall be deemed duly delivered.

11. Confidentiality

11.1. For the purposes of these Terms, "Confidential Information" means any information, including technical, financial, commercial, operational, marketing, legal, or other information, related to the parties' activities, clients, suppliers, employees, operations, products, services, prices, strategies,

business plans, or data, which during the term of these Terms or after its termination, one party ("Disclosing Party") transferred or provided to the other party ("Receiving Party") or which the Receiving Party became aware of in connection with the performance of these Terms. Information shall be considered Confidential Information regardless of its form (written, oral, electronic, visual) and method of disclosure.

11.2. The parties are obliged, both during the term of these Terms and after the completion/termination of the relationship, to maintain and protect any Confidential Information received from the other party or known in connection with the performance of these Terms. Each party is obliged to use Confidential Information only for the performance of obligations provided for by these Terms and not to disclose or transfer it to any third party without the prior written consent of the other party, except for the exceptions provided for in this Article.

11.3. The above-mentioned restriction on confidentiality shall not apply to information or disclosure of information in the following cases:

11.3.1. Information that was known to the Receiving Party without violating the law before the Disclosing Party disclosed the relevant information;

11.3.2. Information whose disclosure is mandatory on the basis of applicable Georgian legislation and/or the request of a state, judicial (including arbitral tribunal), regulatory, or administrative body with proper jurisdiction (including for the exercise of one party's rights through court proceedings). In such a case, the party disclosing the information, to the extent permitted by law, is obliged to notify the other party in advance of such request;

11.3.3. Information that can be obtained from other publicly available sources without violating the Disclosing Party's obligations;

11.3.4. Information whose disclosure to a third party will occur by written agreement of the parties;

11.3.5. Information whose disclosure is necessary for SITC to fulfill its obligations under these Terms and/or to conduct its activities towards its subsidiaries, employees of subsidiaries, consultants, auditors, lawyers, banks, or other necessary third parties, provided that such persons are obliged to maintain the confidentiality of such information within the scope of their activities.

11.4. A party who violates the confidentiality obligation provided for in this Article shall be responsible for full reimbursement of damages (losses) caused to the other party, in accordance with applicable legislation and these Terms.

11.5. The confidentiality obligation remains in force indefinitely, even after the expiration or termination of the term of these Terms.

12. Claims and Disputes

12.1. Any type of claim may be made by the parties to each other in writing and/or orally. The receiving party of the claim is obliged to fully or partially satisfy the submitted claim within 15 (fifteen) calendar days from the receipt of the claim, or to notify the other party in writing and/or orally of its refusal to satisfy it.

12.2. Any dispute arising from these Terms (including regarding the existence, interpretation, performance, enforcement, and/or validity/invalidity of the Terms) shall be settled through negotiations. In case of failure to resolve the dispute, the parties shall apply to the Georgian courts using the law.

13. Final Provisions

13.1. The parties confirm that the content of these Terms accurately and completely expresses their will and that their will was expressed as a result of a reasonable judgment of the content of the Terms and not merely from a literal meaning.

13.2. Any and all rights granted to a party as a result of the other party's full or partial breach of these Terms and/or applicable law are cumulative and shall be added to any other rights granted by the Terms and/or applicable law.

13.3. The invalidity of any article, paragraph, and/or sub-paragraph of these Terms shall not entail the invalidity of the entire Terms and/or its other articles, paragraphs, and/or sub-paragraphs. Instead of invalid provisions, such provisions shall be applied that will more easily achieve the purpose provided for by the Terms (including invalid provisions).

13.4. These Terms, with their obligations and rights, extend to and are binding on the parties' successors, heirs, and/or legal successors, unless these Terms and/or applicable law provide otherwise.

13.5. Neither party is authorized to transfer or assign to a third party any obligation assumed or right granted to it by these Terms without the prior written consent of the other party. The refusal of the other party excludes the possibility of carrying out any of the aforementioned actions and/or transactions, and accordingly, an action and/or transaction carried out in violation of this rule is void and does not create legal consequences, except for cases explicitly defined by applicable law.

13.6. The Terms shall be interpreted and governed in accordance with the legislation of Georgia. In cases not provided for by the Terms, the parties shall be guided by the norms regulating the relevant relationship established by law and/or by additionally agreed terms.

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