



§1. GENERAL PROVISIONS

1. These Regulations define the rules for the provision of logistics, postal and transport services in domestic and foreign trade by: SP Express Sp. z o.o. with its registered office in Nysa (48-303), ul. Nowowiejska 17, NIP: 8971881964, REGON: 386789741, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for Wrocław-Fabryczna in Wrocław, VI Commercial Division of the National Court Register, under KRS number: 0000855034, entered in the register of postal operators kept by the President of UKE under number B-00701, holding transport license no. TU-078634/039731, Hereinafter referred to as the "Operator" or "SPX".
2. The operator provides services only to Customers who are entrepreneurs within the meaning of the law, concluding a contract in connection with their business activity (B2B model).
3. The operator operates in the hybrid model as: A) the postal operator, B) the carrier within the meaning of the Transport Law Act and – in the case of international transport – the Convention on the Contract for the International Carriage of Goods by Road (CMR), C) the transport organiser and the entity using the services of subcontractors and external operators.
4. The realisation of the Service may include various stages carried out by various entities, including postal operators, courier companies and domestic and foreign carriers.
5. These Regulations are an integral part of each contract for the provision of services concluded between the Operator and the Customer.
6. The Annexes to the Agreement, including in particular the Price List for the Provision of Services, the Operational Guide and the SPX Complaint Procedure - if they have been made available to the Customer - constitute an integral part of the Agreement and are valid on an equal footing with its content. Any references to the "Antrement" also include its Annexes.
7. In matters not regulated by these Regulations, the mandatory provisions of law shall apply, in particular: A) the Act of 23 November 2012 – Postal Law, B) Act of 15 November 1984 – Transport Law,

(C) Convention on Contracts for the International Carriage of Goods by Road (CMR), done at Geneva on 19 May 1956, including in particular Article 17, Article 23, Article 29 and Art. 32, (D) other relevant international conventions applicable to a given mode of transport, E) Civil Code.

§2. DEFINITIONS

For the purposes of these Regulations, the following terms are given the following meaning:

I. Entities:

1. Operator / SPX – SP Express Sp. z o.o. with its registered office in Nysa, ul. Nowowiejska 17, 48-303 Nysa, KRS 0000855034, NIP 8971881964, REGON 386789741, entered in the register of postal operators under number B-00701, providing transport services, transport organisation and electronic services in accordance with these Regulations.
2. Customer – an entity concluding a contract with the Operator for the provision of Services.
3. Sender - an entity sending a Shipment via SPX.
4. Addressee / Recipient - the entity indicated as the recipient of the Shipment.
5. External Operator / Partner – a third party to which SPX transfers the Shipment in order to carry out the next stage of transport.

II. Transport and operational definitions:

1. Shipment - an item accepted for transport in accordance with these Regulations.
2. Service – a transport service, transport organisation or other logistics service provided by SPX.
3. Stage I of Transport – the transport stage carried out directly by SPX, including in particular the collection, acceptance into the SPX Network, sorting, consolidation, line transport (line haul) and the transfer of the Shipment to an External Operator.
4. Stage II of Transport - the transport stage carried out by the External Operator after the formal transfer of the Shipment by SPX, including further transport and delivery.
5. Moment of Transfer - the moment of physical transfer of the Shipment to the External Operator, confirmed by the Manifesto, transport document, system scan or other reliable proof of transfer.
6. Status "Transferred to the External Operator" - system status confirming the completion of Stage I.
7. Waybill / Label - a document in paper or electronic form containing data identifying the Shipment.

8. Pickup Point (PUDO) - a collection point run by an External Operator or his partner, where the Shipment can be left for collection.
9. Planned Delivery Time (Transit Time) - the estimated time of delivery of the Shipment determined on the basis of operational and statistical data; it is indicative and does not constitute a guaranteed delivery date.
10. Confirmation of Delivery - the status of the Shipment marked in the SPX or External Operator system as "delivered" or equivalent.
11. COD (Cash on Delivery) service - an additional service consisting in collecting from the Recipient the amount indicated by the Sender and transferring it to the Sender on the terms set out in the Regulations or contract.
12. Return - shipment not delivered for reasons beyond the control of SPX or the External Operator (including refusal to accept, non-acceptance, incorrect address data), subject to being sent back to the Sender.
13. Consumer Return - a shipment sent by the consumer in connection with the withdrawal from the sales contract or complaint, sent to the address indicated by the Sender.
14. Complaint – filing a claim regarding non-performance or improper performance of the Service.

III. Additional services and billing:

1. Additional Service – a service selected by the Customer at the time of placing an order, which is an extension of the standard Service.
2. Surcharge - additional remuneration due to SPX calculated in connection with the circumstances disclosed during the implementation of the Service (including discrepancies in parameters, extended zones, repackaging, costs of third parties).

IV. Technological definitions:

1. SPX platform – ICT system enabling placing orders, generating transport documents and monitoring statuses.
2. Customer Account - Customer's individual access to the SPX Platform.
3. API SPX – programming interface enabling automatic data exchange between the SPX system and the Customer system.
4. Electronic Service – a service provided electronically consisting in the provision of the SPX Platform or API.
5. Customer data – information entered into the SPX system by the Customer (including address data, Shipment parameters, Declaration of Value).
6. System Failure – temporary unavailability of the SPX Platform or API caused by technical reasons.

V. Declaration of value:

1. Declaration of Value - the value of the goods provided by the Customer at the time of placing the order (Platform/API/other methods), corresponding to the actual cost of purchasing the goods; it is the basis for determining the maximum amount of SPX liability, if it has been accepted as part of a given Service.

VI. Operational documents:

2. Manifesto – a document (electronic or paper) containing a collective list of Shipments sent within one Transport Unit, confirming the scope and time of delivery.
3. Transport unit - a collective carrier covering many Shipments (including a pallet, container, bag, vehicle).
4. SPX network – an operating system covering SPX logistics, storage and transport infrastructure, ICT systems and operational processes.

§3.

HIERARCHY OF DOCUMENTS, OPERATIONAL DATA AND CHANGES TO THE REGULATIONS

I. Hierarchy of documents:

1. In the event of a contradiction between these Regulations and an individual agreement concluded with the Customer, the provisions of the individual Agreement shall prevail.
2. Price list, Operational Guide, Complaint Procedure, zone lists and other documents published by SPX or transferred to the Customer are Annexes to the Agreement and are an integral part of it, valid on a par with its content.
3. In the event of a contradiction between the Regulations and the Annexes, the provisions of the Agreement shall prevail, and in the absence of different arrangements – the provisions of the Regulations.
4. To the extent not regulated in the Agreement, the Regulations or Annexes, mandatory legal provisions shall apply.
5. The headings of the paragraphs are organisational and do not affect the interpretation of the provisions of the Regulations

II. Operational data and their update:

1. Lists of zones, postal codes, island areas, green areas, High Season periods, operating subsidies and other operational data published on the SPX website or made available via API are variable.

2. Operational data may be updated at any time, in particular in the case of changes introduced by External Operators, changes in logistics conditions, customs, tax, sanctions regulations or other regulations in force in the country of origin, transit or delivery.
3. The binding version is the version of the operational data in force on the day of sending the Shipment.
4. The Customer is obliged to verify current operational data each time before placing an order, in particular in terms of additional zones, surcharges, restrictions and conditions for the provision of Services.
5. The publication of operational data on the SPX website or their provision via API is an effective notification of the Customer about their validity.

III. Amendments to the Regulations:

1. SPX is authorised to change the Regulations for important reasons, in particular in the case of: A) changes in the law, B) changes in the operating model, C) extension of the scope of services, D) changes in the terms of cooperation with External Operators, E) the need to clarify the provisions of the Regulations.
2. SPX informs the Customer of the planned change in the Regulations electronically to the e-mail address indicated in the Agreement at least 14 days before the entry into force of the changes.
3. Amendments to the Regulations come into force after 14 days from the date of informing the Customer, unless the law requires a different period.
4. The Customer has the right to terminate the Agreement before the date of entry into force of the amendments to the Regulations.

§4.

SCOPE OF SERVICES AND TERMS OF PROVISION

5. SPX provides logistics services including in particular: A) collection of Parcels, B) sorting and consolidation, C) linear transport (line haul), D) organisation of domestic and international services, E) fulfilment services (warehousing, picking, packaging, preparation of goods for shipment), F) Additional Services selected by the Customer, G) Electronic Services (SPX Platform, API).
6. SPX realises the Services:
 - A) using its own resources (employees, drivers, vehicles, warehouse infrastructure),

B) with the participation of cooperating entities, including External Operators.

7. The delivery service consists of delivering the Shipment to the address indicated in the order. The service does not include a guarantee of personal delivery to a specific person or verification of the recipient's identity, unless the Parties have expressly agreed on a service of a higher standard.
8. The sender is responsible for the correctness and completeness of the address data and for indicating the place where it is possible to deliver the Shipment.
9. If it is not possible to deliver directly to the indicated address, delivery can be carried out by:
 - A) transfer to the person present at the address,
 - B) transfer to the authorised person at the place of service,
 - C) leaving at the Pickup Point (PUDO),
 - D) leaving in a place recognised as safe in accordance with the operational standards applicable in the country concerned. The fulfilment of delivery in the manner specified above constitutes the correct performance of the Service.
10. SPX provides Electronic Services consisting in making the SPX Platform and API available. SPX is not responsible for:
 - A) errors in the data entered by the Customer,
 - B) malfunction of the Customer's systems,
 - C) incorrect integrations on the Customer's side.

§5.

ORDER, ADMISSION TO THE SPX NETWORK, STAGE MODEL AND TRANSFER MOMENT

1. The order to send the Shipment can be submitted in particular by:
 - A) SPX platform,
 - B) API SPX,
 - C) data import (e.g. file),
 - D) other agreed methods made available by SPX.
 Placing an order is of an informational and technical nature and is not in itself equivalent to accepting the Shipment to the SPX Network.
2. Acceptance of the Shipment to the SPX Network is considered to be its physical acceptance by SPX and registration in the SPX ICT system (in particular by scanning or inclusion in the Manifesto), which results in the granting of a status confirming acceptance.
3. The transport service is carried out in a phased model and generally includes:
 - A) Stage I – implemented by SPX (reception, acceptance to the SPX Network, sorting, consolidation, linear transport, preparation for further distribution),

- B) Stage II – implemented by the External Operator / Partner (further transport and delivery).
4. As part of the operational process, Shipments may be consolidated in Transport Units. The transfer of Shipments between logistics operations, including transfer to an External Operator, can be confirmed collectively through the Manifesto.
 5. The moment of Transfer to the External Operator is the end of Stage I and the beginning of Stage II. The moment of transfer can be confirmed in particular by: A) Manifesto (confirmed on the operational side), B) transport document / transfer protocol, (C) the system status 'Transferred to the External Operator' or equivalent, (D) other reliable operational evidence.
 6. Detailed operational requirements for dispatch, packaging, Shipment parameters and indicative Planned Delivery Times may be specified in the Annex "Operation Information", if it is made available for a given Service.

§6.

SHIPMENT STATUSES AND THEIR SIGNIFICANCE

1. The statuses of Shipments presented on the SPX Platform are of an operational and informational nature and reflect the course of the Service on the basis of data recorded in SPX systems and/or External Operators.
2. Statuses generated at the stage of placing an order (e.g. "new order", "cancelled" or equivalent) do not confirm the physical acceptance of the Shipment to the SPX Network.
3. Status mapped as "accepted / assigned / entered into the network" (or equivalent), assigned on the basis of a scan of the Shipment or a capture in the Manifesto, confirms the acceptance of the Shipment to the SPX Network and the start of the implementation of Stage I.
4. The status mapped as "Transmitted to the External Operator" (or equivalent) constitutes the acknowledgement of the Transfer Moment. In the case of a collective transfer in the Transport Unit, Shipments included in the Manifesto are considered to be handed over at the moment of confirmation of the Manifesto.
5. Indirect statuses (e.g. "in transit", "in the hub", "in delivery", "waiting for collection", "operational problem" or equivalent) are for informational purposes only and do not constitute an independent basis for determining liability, deadlines or amount of claims.
6. The status "delivered" (or equivalent) is a Confirmation of Delivery. The "return" status (or equivalent) is an acknowledgement of the

completion of the delivery process through a return.

7. Statuses and operational records (including Manifestos) are basic evidence of the course of the Service.
8. The status "delivered" is used by the presumption of proper performance of the Service. Delivery may be based in particular on: signature, geolocation, photographic documentation, PUDO confirmation, system logs or other operational data.
9. The mere statement of the Addressee or the Customer about not receiving the Shipment is not a sufficient basis for questioning the status of delivery or for recognising the Complaint.
10. The "delivery" status can only be questioned if the Customer demonstrates: A) an obvious system error, B) a documented criminal event confirmed by the competent authorities, C) an unambiguous inconsistency between operational data and the actual course of service. The burden of proof rests on the Customer.

§7.

OPERATOR'S LIABILITY – GENERAL PRINCIPLES

1. The Operator is responsible for non-performance or improper performance of the Service in accordance with applicable law and the provisions of these Regulations.
2. The Operator's liability is determined taking into account the moment of acceptance of the Shipment to the SPX Network and the Moment of Transfer to the External Operator, in accordance with §5–§6.
3. Depending on the nature of a given stage of the Service, the Operator's liability is subject in particular to: A) Transport Law Act, B) the Postal Law Act, C) CMR Convention - in the case of international transport, D) The Civil Code - to the extent not regulated by special provisions.
4. The Operator is liable only within the limits of actual damage (*damnum emergens*) remaining in an adequate causal relationship with non-performance or improper performance of the Service, taking into account the restrictions specified in §10–§11.
5. The operator shall not be liable for lost profits, loss of revenue, loss of profits, loss of market, loss of reputation, contractual penalties, damages due to third parties, customer service costs, operating downtime costs or other indirect or consequential damages – unless otherwise provided by law.

§8.

OPERATOR'S LIABILITY - STAGE I (SPX'S OWN TRANSPORT)

1. In the scope of activities carried out under Stage I, the Operator is liable as a carrier within the meaning of applicable law, in particular the Transport Law Act, and in the case of international transport – in accordance with the CMR Convention.
2. This liability covers the period from the moment of acceptance of the Shipment to the SPX Network until the moment of its transfer to the External Operator.
3. In Stage I, the Operator is responsible for: A) loss of the Shipment, B) loss or damage to the Shipment, C) delay in transport – within the limits provided for by applicable law.
4. The operator has a carrier's civil liability policy (OCP), covering activities performed as part of Stage I Transport. The current OCP policy may be an Annex to the Regulations.

§9.

OPERATOR'S LIABILITY – STAGE II (EXTERNAL OPERATOR)

1. Stage II includes activities performed after the Transfer Moment, in particular further transport and delivery to the Addressee carried out by the External Operator.
2. A complaint regarding Stage II can only be submitted by the Sender who is a party to the contract with SPX (the Customer). Complaints submitted by the Recipient/Addressee are not considered.
3. The complaint in Stage II is subject to acceptance only as a complete application - i.e. containing all the required data and documents in accordance with the Annex "SPX Complaint Procedure" (if made available).
4. Deadlines for submitting a complete Complaint (Stage II): A) damage to the Shipment - within 7 calendar days from the date of granting the final status "delivered" (or equivalent), B) loss of the Shipment or questioning of delivery – within 14 calendar days from the date of giving the final status "delivered" (or equivalent), and in the absence of delivery – from the forecast delivery date determined on the basis of the Planned Delivery Time (Transit Time) resulting from the Price List and/or the Operational Guide (if made available for a given Service).
5. Failure to comply with the deadlines referred to in paragraph 4 results in the rejection of the

Complaint for formal reasons, subject to mandatory provisions of law.

6. SPX considers the Complaint within 30 days from the date of acceptance of the complete application, and the course of verification may depend on the procedures and data available from the External Operator.
7. The final status "delivered" (or equivalent) constitutes the primary evidence of the performance of the Service in Stage II. The Recipient's statements questioning the delivery do not constitute an independent basis for recognising the Complaint and are subject to verification based on operational data.

§10.

LIMITATIONS AND EXCLUSIONS OF LIABILITY

1. Delay in delivery. The planned Delivery Time (Transit Time) is indicative and does not constitute a guaranteed delivery date. The delay does not constitute an independent basis for recognising the Complaint or for the payment of compensation, unless the Parties have expressly agreed on a guaranteed service in a separate contract. Failure to deliver within the Planned Delivery Time does not mean that the Shipment is lost.
2. Goods excluded from transport. The Operator does not accept for carriage and is not responsible for Shipments containing in particular:
 - A) cash, means of payment, securities, bills of exchange, vouchers, coupons, prepaid cards,
 - B) precious metals and stones, jewellery, luxury watches, works of art, antiques, high-value collectables,
 - C) weapons, ammunition, explosives, hazardous materials within the meaning of the provisions of the ADR,
 - D) flammable, corrosive substances, chemicals, gases, toxic materials,
 - E) food products, perishable, requiring controlled temperature,
 - F) goods whose possession, turnover, export or import is prohibited or restricted by law,
 - G) counterfeits, goods infringing intellectual property rights, goods without the required certificates (including CE, if required),
 - H) used or personal belongings, in particular those transported in suitcases or packaging not adapted to standard e-commerce trading,
 - I) goods improperly packaged, inconsistent with the Operational Information (if made available). In the case of sending a Shipment containing excluded goods, the Operator is entitled to refuse to provide the Service, suspend the Shipment, return it or

transfer it to the competent authorities. Complaints regarding such Shipments are not considered.

3. Legality of the goods. The sender is fully responsible for the legality of the goods and their compliance with national and international law. At the stage of consideration of the Complaint, the Operator may request documents confirming legality, origin, marketing authorisation and compliance with regulatory requirements. Failure to submit documents results in the refusal to recognise the Complaint.
4. Packaging and data. The operator is not responsible for damages resulting from: improper packaging, lack of protection of the contents, incorrect address data, incorrectly declared weight/dimensions/value, incorrect marking of the goods, lack of required customs or commercial documents.
5. Limitations of Stage II. In the scope of Stage II, the Operator's liability may not be broader than that of the External Operator resulting from its regulations, legal provisions and relevant international conventions, including time limits and documentation.
6. Lack of responsibility before admission. The Operator is not responsible for Shipments that have not been physically accepted into the SPX Network and registered in accordance with §5–§6.
7. Organ activities. The Operator is not responsible for damages or delays resulting from the actions of public administration bodies, customs, tax, sanitary, police or other authorised institutions, including detention, inspection, opening or confiscation of the Shipment.
8. One-time claim. Only one claim for compensation is eligible for one event relating to one Shipment. It is not allowed to accumulate claims on different legal grounds in relation to the same event.
9. Obligation to cooperate and minimise damage. The customer is obliged to cooperate in the process of clarifying the event, in particular to secure the packaging and contents, make documentation available and provide information. Failure to cooperate may be grounds for limiting or not recognising the Complaint.

§11.

LIMITS OF LIABILITY AND CALCULATION RULES

1. The Operator's liability for loss, loss or damage of the Shipment is limited to the amount of the actual value of the goods on the date of posting, but not higher than the limits set out in this paragraph.
2. The actual value is determined on the basis of documents confirming the value of the goods, in particular the purchase document, accounting

documents or customs documents - in accordance with the rules set out in §12.

3. Unified limit of liability - domestic and international transport (Stage I). The Operator's liability in Stage I is limited to the equivalent of 8.33 SDR (Special Drawing Rights) for each kilogram of missing gross weight of the Shipment. SDRs are recalculated according to the exchange rate in force on the date of the complaint decision - unless mandatory legal provisions provide otherwise.
4. Stage II – External Operator. In the scope of Stage II, the Operator's liability may not exceed the limits resulting from the regulations of the External Operator, relevant legal provisions or international conventions. If the limit of the External Operator is lower than that specified in paragraph 3, the lower limit shall apply.
5. In the event of partial loss or damage to the Shipment, the amount of compensation is determined in proportion to the degree of loss or damage, applying the limit applicable to the stage of realisation.
6. The sender may increase the liability limit by declaring the Value of the Shipment and/or purchasing additional protection, if such a possibility has been provided for in the Price List or individual contract. The Declaration of Value does not apply to goods excluded from carriage (§10).
7. In the absence of a Declaration of Value, the Operator's liability is limited only to the limits set out in this paragraph.
8. If the Complaint is recognised for the total loss of the Shipment, the Operator may additionally reimburse the cost of the Service, if it has not already been included in the calculation of compensation.
9. The limitations of liability set out in this paragraph do not apply in the event of damage intentionally caused by the Operator.

§12.

COMPLAINTS AND CLAIMS PROCEDURE

1. The detailed procedure for submitting a Complaint, including formal requirements, the scope of documentation and the procedure, are set out in Appendix No. 1 to these Regulations ("Complaint Requirements and Procedure"). The attachment contains a model of the Complaint Application that is the basis for initiating proceedings.
2. The complaint can be submitted: A) in writing – in person at the Operator's headquarters, B) by letter to the address of the Operator's registered office, C) via the ICT system provided by the Operator, in particular through the Complaint submission form available at: [<https://sp.express/w2/site/contact>].

3. The Operator may require identification of the order and logging in to the Customer Account from which the Shipment was sent in order to confirm that the Complaint is submitted by the Sender who is a party to the contract.
4. The date of receipt of the notification is considered to be the date of its delivery to the Operator in a way that allows you to familiarise yourself with its content.
5. The complaint should be submitted: A) within 14 days from the date of delivery of the Shipment or the day on which delivery should have taken place in accordance with the projected delivery dates, B) within 7 days from the date of delivery of the Shipment – in the case of a Complaint regarding damage to the Shipment.
6. The deadlines indicated in paragraph 5 are of an instructional nature for the efficient conduct of the complaint procedure. Exceeding them may result in the refusal to recognise the Complaint due to the inability to effectively determine the circumstances of the event, unless this contradicts the mandatory provisions of the law, in particular those relating to the limitation period for claims.
7. The condition for initiating a complaint procedure is the submission of a properly completed Complaint Application in accordance with Appendix No. 1. The application must contain all the required fields and be supplemented with the complete documentation indicated in Annex 1.
8. The operator shall formally verify the application within 7 working days from the date of its receipt. In the event of formal deficiencies, the Operator calls for them to be supplemented, setting a deadline of 3 working days from the date of delivery of the summons.
9. Until the deficiencies are filled, the notification does not constitute a complete Complaint. Failure to fill in the gaps within the specified period may result in leaving the report without recognition. Supplementing the deficiencies after the expiry of the deadlines indicated in paragraph 5 does not exclude the possibility of refusal to recognise the Complaint for procedural reasons.
10. The Operator considers the Complaint within 30 days from the date of delivery of the complete Complaint Application together with the required documents. If it is necessary to carry out additional explanatory activities, the Operator informs the applicant about the extension of the proceedings and the expected date of completion of the case.
11. In the case of a Complaint regarding the loss or damage to the Goods, the amount of damage is determined on the basis of the actual cost of purchasing the Goods, not its retail sale price. The operator is not liable for lost benefits, commercial margin, contractual penalties, loss of contracts or other indirect damages, unless otherwise provided by mandatory legal provisions.
12. In the event of the return of the Shipment without giving a reason by the Recipient, the Operator is not responsible for the Recipient's decision to refuse to accept the Shipment. Reimbursement of transport costs is due only in the event of proof of improper performance of the Service by the Operator.
13. Complaints regarding issued invoices should include an indication of the disputed items along with their unambiguous identification. The operator may require the submission of a statement in electronic form enabling verification of the disputed position. Filing a Complaint regarding the invoice does not withhold the obligation to pay its undisputed part.
14. The applicant has the right to appeal against the complaint decision within 7 days from the date of its delivery. The appeal may be lodged in any written or electronic form and should include an indication of the decision to which it relates. Filing an appeal does not constitute the initiation of new proceedings. The decision after consideration of the appeal is final as part of the Operator's complaint procedure.
15. If the Complaint is recognised in whole or in part, the compensation due is paid by the end of the calendar month following the month in which the complaint decision was issued. Payment is made to the bank account indicated in the Complaint Application. The Operator reserves the right to deduct the compensation due from the due amounts due to which the Operator is due to the Customer.
16. Until the payment referred to in paragraph 15, The Operator is entitled to change the complaint decision in the event of disclosure of new circumstances affecting the validity of the Complaint, in particular in the event of finding the Shipment, changing its status to "delivered" (or equivalent) or obtaining operational data indicating the proper performance of the Service.
17. Regardless of the liability rules set out in these Regulations, the Operator may - at its sole discretion - grant the Customer a voluntary service (ex gratia), without recognising legal liability and without creating any precedent. The granting of such a benefit does not constitute a change in the rules of liability or a basis for invoking analogue decisions in other cases.

§13.

ADDITIONAL SERVICES, SURCHARGES AND SETTLEMENTS

1. Additional services are optional services, selected by the Customer at the time of placing an order via the Platform or in another agreed way. Additional Services include in particular: COD, additional protection of the Shipment (if available), return of documents, delivery in a specified time interval, customs clearance and other services indicated in the Price List. The choice of an additional service results in the calculation of a fee in accordance with the Price List.
2. The surcharge is an additional fee charged in the course of the Logistics Service, if the actual parameters of the Shipment or the terms of implementation differ from the data declared by the Customer or the standard terms of the service.
3. Surcharges may be charged in particular in the case of: discrepancies in weight/dimensions, non-standard, extended/island zones, seasonal/fuel/operational surcharges, repackaging or manual handling, return/warehouse/re-delivery costs and other operating costs resulting from the implementation of the Service.
4. Surcharges are calculated solely on the basis of: A) the current Price List and documents related to the Price List (including lists of extended zones), B) official tables of fees or regulations of entities performing transport, C) settlement documents received from these entities, D) applicable legal provisions (including customs and tax).
5. Logistics services are provided with the participation of subcontractors, carriers, postal operators, customs agencies and other entities. SPX conducts settlements with the Client on the basis of operational data and settlement documents received from these entities. If the entity carrying out the transport charges a fee related to a given Shipment, SPX has the right to charge the Customer the equivalent of this fee, if it falls within the scope described in this paragraph.
6. Surcharges may be charged after the implementation of the Logistics Service - in particular after receiving settlement data from entities performing transport. SPX has the right to charge a Surcharge within 3 months from the date of issuing an invoice for the Logistics Service to which the Surcharge relates. The surcharge can be included on the original invoice or on the next settlement invoice.
7. The customer who is an entrepreneur is obliged to raise objections to the invoice within 7 days from the date of its delivery. Failure to raise objections within this period confirms the correctness of the

settlement in terms of the data covered by the invoice - without prejudice to mandatory legal provisions.

8. The price list is an integral part of SPX's offer and includes distribution prices, fees for Additional Services, a list of possible Surcharges and information on refund costs. Use of SPX services means acceptance of the current Price List and the rules for calculating Additional Services and Surcharges.

§14.

FORCE MAJEURE, REGULATORY/GEOPOLITICAL EVENTS AND CUSTOMS PROCEDURES

1. The Operator is not responsible for non-performance or improper performance of the Service if it is the result of force majeure. Force majeure is an external event, impossible to predict and impossible to prevent with due diligence, in particular: natural disasters, fires, floods, hostilities, riots, terrorist acts, strikes, transport blockades, massive failures of ICT systems or cyberattacks, interruptions in the supply of energy / communications, closure of borders or border crossings, decisions of public administration bodies.
2. The operator is not responsible for the effects of changes in laws and regulations (including customs and tax), in particular: the introduction of new duties/taxes/fees, the abolition of exemption thresholds (including de minimis), changes in the rules of VAT settlement (including IOSS), sanctions/embargo, changes in the commercial status of the state (e.g. Brexit) or restrictions on the trade of goods of a particular origin. In such cases, the Operator may refuse to perform the Service, suspend its performance or adjust the terms of performance to the applicable regulations.
3. In the case of Services involving international transport and/or customs clearance: A) The customer is solely responsible for the correctness and completeness of documents, declaration of value, description of goods, tariff codes and data on origin, B) The Operator is not responsible for delays, detention, confiscation, destruction or return of the Shipment resulting from incorrect or incomplete data provided by the Customer, C) public law receivables (duties, taxes, handling fees, customs storage costs, return or destruction costs) are charged to the Customer, D) in the event of financial or administrative sanctions imposed on the Operator resulting from incorrect Customer data, the Customer shall bear the resulting costs.
4. In the event of the occurrence of the events described in this paragraph, the terms of provision

of the Services are appropriately extended by the duration of the obstacle, and these events do not constitute grounds for pursuing claims for delay, unless otherwise provided by mandatory provisions of law.

5. The customer is obliged to immediately provide the information and documents required by the customs authorities or other institutions. Failure to cooperate may result in the suspension of the Service without the Operator's liability.

§15.

FINAL PROVISIONS

1. The law applicable to these Regulations and contracts concluded on their basis is Polish law.
2. All disputes arising from contracts concluded on the basis of these Regulations will be settled by the common court competent locally and substantively for the Operator's registered office - unless mandatory provisions of law provide otherwise.
3. The Regulations are valid from the date of their publication or disclosure to the Customer, unless the Operator has indicated a different date of entry into force.
4. If any provision of the Regulations proves to be invalid or ineffective, this does not affect the validity of the remaining provisions. The parties shall replace the invalid provision with a provision as close as possible to the economic purpose.
5. The Annexes are an integral part of the Regulations, in particular:
 - A) Annex No. 1 – Requirements and Complaint Procedure (including the model Complaint Application),
 - B) Price list for the provision of services (if made available),
 - C) Operational guide (if made available),
 - D) OCP policy (if it is an attachment made available to the Customer)