

Terms and Conditions of Domestic and International Postal and Transport Services for Business Clients SP Express Sp. z o.o.

§ 1.

GENERAL PROVISIONS

1. These Terms and Conditions of Domestic and International Postal and Transport Services provided by SP Express Sp. z o.o. for Business Clients (hereinafter referred to as the **“Terms and Conditions”**) set forth the rules of provision and use of postal and transport services provided by SP Express Sp. z o.o., seated at Nowowiejska St. 17, 48-303 Nysa, registered with the Register of Entrepreneurs at the Economic Division of the National Court Register, under KRS No. 0000855034, NIP (Tax ID): 8971881964, REGON (Statistical No.): 386789741 (hereinafter referred to as the **“Operator”** or **“SP Express”**).
2. Services provided by the Operator consist in handling, sorting, transporting, and/or delivering Postal Parcels within the meaning of the Postal Law of 23 November 2012 (Dz.U. of 2018, item 2188, as amended, hereinafter referred to as the **“Postal Law”**) as well as handling, transporting, and delivering Freight within the meaning of the Transport Law of 15 November 1984 (Dz.U. of 2017, item 1983, as amended, hereinafter referred to as the **“Transport Law”**). Postal Services provided by the Operator are not of universal character and are provided for profit.
3. The Operator provides services exclusively to Business Clients, i.e. natural persons who are not consumers within the meaning of Art. 22¹ of the Polish Civil Code Act of 23 April 1964 (Dz.U. of 2018, item 1025, as amended, hereinafter referred to the **“Civil Code”**) or legal persons or organisational units without legal personality.
4. The Operator provides services under these Terms and Conditions, in accordance with the universally applicable laws and regulations regarding a given service, particularly with the Polish Postal Law and the Polish Transport Law. The Terms and Conditions together with appendices that constitute an integral part thereof are available at Operator’s Distribution and Sending Centres as well as at the Operator’s website <https://en.sp.express/>. By ordering a service from the Operator, the Sender confirms that it has read and accepts the Terms and Conditions.
5. The Operator delivers Postal Parcels and Freight in Poland and abroad, in the area specified in the General Price List constituting Appendix No. 1 hereto. The Operator reserves the right to narrow the area of delivery.
6. The Operator may provide services using other entities registered with the register of postal operators kept pursuant to Art. 13 of the Postal Law or with a relevant register of postal operators or carriers operating in the country of transit of a Parcel and the country of the Recipient, as well as using other professionals engaged in handling, transporting, sorting, and delivering Postal Parcels and Freight under the rules and in the manner set forth in the applicable laws and regulations (hereinafter referred to as **“Partners”**).
7. As a rule, the Operator provides services exclusively on business days (i.e. excluding Saturdays, Sundays, and public holidays), although in extraordinary circumstances – based on arrangements with the Operator or its Partner and the Client and for an additional fee as per the relevant and currently applicable Price List or a price list of its Partner – a Parcel may be delivered also on Saturday.
8. The Client using services rendered by the Operator is obliged to use form and document templates provided by the Operator.
9. The Operator may also provide other Postal Services or Transport

Services, not mentioned herein directly, under a written agreement entered into with the Business Client for the provision of postal or transport services.

10. An order for a Postal Service or a Transport Service shall be placed exclusively via the Operator’s website <https://en.sp.express/>. Should it be impossible to place an order via this channel, e.g. due to a failure of the Operator’s website or the Application, contact the Operator immediately.
11. The Operator shall not be held liable for the impossibility to place an order for a Postal Service or a Transport Service due to the unavailability or failure of the Operator’s website or the Application.
12. The Operator reserves the right to modify or amend the terms and conditions of international provision and use of services if required due to technical issues, amendments to or termination of agreements with Partners, or due to other circumstances beyond actual control of the Operator. Any modifications and changes referred to in the preceding sentence shall enter into force once they are published at the Operator’s website <https://en.sp.express/> and shall neither affect the terms and conditions of domestic provision of services nor Parcels accepted by the Operator prior to their publishing.

§ 2.

DEFINITIONS

Terms and notions used in these Terms and Conditions have the following meaning:

- 1) **ADDRESS** – a place of delivery of the Parcel indicated by the Sender or a place where to the Parcel is to be returned to the Sender
- 2) **RECIPIENT** – an entity indicated by the Sender as the consignee
- 3) **APPLICATION** – an online application for comprehensive management of services provided by the Operator (i.e. account management, parcel sending and tracking), made available to the User free of charge after registering with the website <https://en.sp.express/>
- 4) **FAILED DELIVERY NOTE** – information on an attempt to deliver a Certified Parcel left by a Courier if the Recipient or an Authorised Person under the Postal Law was not present; in addition, it should specify a relevant Distribution Centre or Undelivered Mail Centre where and a date when the uncollected Parcel can be collected
- 5) **(RELEVANT) PRICE LIST** – a list of fees charged by the Operator for domestic and international Postal Services and Transport Services; the Price List shall be included in a written agreement for Postal Services or Transport Services entered into between the Business Client and the Operator (Individual Price List) or shall constitute a price list posted at the Operator’s website: <https://en.sp.express/>, constituting Appendix No. 1 hereto applicable as at the date of Dispatch (General Price List) – applicable if the Individual Price List is incomplete or missing, as per § 4.1 hereof
- 6) **DELIVERY** – delivery of a Parcel to the Recipient, and in circumstances provided for by the law or these Terms and Conditions – to other person authorised to collect it
- 7) **PRINTED MATERIAL** – a Postal Parcel containing written or graphic information duplicated using printing or similar

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techniques, recorded on paper or other material used in the printing industry, including a book, a catalogue, a journal or a magazine

- 8) **LABEL** – a reference document generated in the Application to be put on a Parcel, specifying a bar code and a dispatch number assigned to it as well as the Address, the Recipient, the Sender, and other information required for the Operator to properly provide the Services
- 9) **CLIENT** – a Sender or a Recipient
- 10) **BUSINESS CLIENT** – a natural person who is not a consumer within the meaning of Art. 22¹ of the Polish Civil Code Act of 23 April 1964 (Dz.U. of 2017, item 459, as amended), a legal person or an organisational unit without legal personality using Services rendered by the Operator in their economic or professional activity
- 11) **COURIER** – a person delivering or receiving Parcels on behalf of the Operator or its Partner
- 12) **BILL OF LADING** – a document constituting a proof of entering into an agreement for a Transport Service as well as a proof of delivering Freight to the Recipient. A template for a bill of lading is in Appendix No. 4 hereto
- 13) **UNDELIVERABLE MAIL STOREROOM** – a place where Undeliverable Parcels go, are stored, and are destroyed as per the applicable provisions of the Postal Law, and where other activities are performed as referred to herein, as well as a place where Freight goes, is stored, and is destroyed as per the applicable provisions of the Transport Law
- 14) **STORAGE** – a service involving paid-for storage of a Parcel, which is not a certified letter, in a storeroom owned by the Operator or its Partner due to the impossibility to deliver the Parcel, including also due to Sender's failure to pay for the Parcel or due to making a lower payment than required. A fee for storing a Parcel is calculated as per the relevant and applicable Price List or a price list of the Partner
- 15) **DISPATCH (sending or shipping)** – an order to deliver a Parcel in accordance with an agreement for a Postal Service or a Transport Service. In case of any doubts, accepting a Parcel at a Distribution Centre, a Dispatch Centre or by a Courier shall mean dispatching (sending/shipping) it
- 16) **SENDER** – an entity that entered into an agreement for a Postal Service or a Transport Service with the Operator; or an entity which actually sends a Parcel under a relevant agreement for a Postal Service or a Transport Service signed with the Operator
- 17) **OPERATOR** – SP Express Sp. z o.o., seated at Nowowiejska St. 17, 48-303 Nysa, registered with the Register of Entrepreneurs at the Economic Division of the National Court Register, under KRS No. 0000855034, NIP (Tax ID): 8971881964, REGON (Statistical No.): 386789741
- 18) **AUTHORISED PERSON** – a Recipient or a person authorised to collect a Parcel addressed to the Recipient within the meaning of the Postal Law and other regulations; in particular: an adult person living together with the Recipient or a person duly authorised by the Recipient to collect Parcels on its behalf (an attorney, a statutory representative, etc.)
- 19) **PACKAGE** – a Certified Parcel which is not a Letter, weighing up to 20,000g, with dimensions not exceeding 2000mm each or not exceeding 3000mm as a sum of the length and the largest circumference of the object measured in a different direction than its length
- 20) **DISPATCH CONFIRMATION** – a document constituting a proof that a Certified Parcel has been sent
- 21) **PARTNER** – postal operators, transport companies, and couriers collaborating with the Operator in the provision of Services, including forwarding companies operating outside the Republic of Poland
- 22) **DAMAGE REPORT** – a document describing damage to a Parcel and/or any loss of its contents
- 23) **PARCEL** – a Postal Parcel or Freight being the subject of a Postal Service or a Transport Service, respectively
- 24) **EXPRESS PARCEL** – a Parcel of utmost priority, a standard or certified one, also upon Delivery Confirmation
- 25) **PRIORITY PARCEL (delivered by a Courier)** – a Letter which is a Certified Parcel or a Package, accepted, sorted, transported, and delivered in a manner ensuring the following:
 - a) Receipt of the Parcel directly from the Sender
 - b) Tracking of the Postal Parcel from its dispatch to delivery
 - c) Delivery of the Postal Parcel in a guaranteed time limit specified in the applicable terms and conditions of postal services or in agreements for postal services
 - d) Delivery of the Postal Parcel directly to the Recipient or a person authorised to collect it on its behalf
 - e) Obtaining of a Delivery Confirmation in writing or electronically
- 26) **LETTER (standard letter)** – a Postal Parcel with correspondence or a Printed Material, excluding Advertising Parcels, with maximum dimensions as follows: a sum of the length, the height, and the width may not exceed 900mm, though the largest dimension may not exceed 600mm; and for Letters in the form of a roll – 1040mm being a sum of the length and twice the diameter, though the largest dimension may not exceed 900; with a maximum weight of 2000g, with a tolerance of up to 2mm
- 27) **UNDELIVERABLE PARCEL** – a Parcel that could not have been delivered to the Recipient or returned to the Sender due to lack of an address of the Sender or misstating it; a Parcel that has not been paid for or has been paid for in an inadequate amount, a Letter that is not a Certified Parcel, if the Sender refuses to pay for its return or if the Recipient refuses to pay for it on delivery
- 28) **POSTAL PARCEL** – an object marked with the Recipient's information and address, provided for acceptance or accepted by the Operator to be transported and delivered to the Recipient
- 29) **REGISTERED PARCEL (registered letter)** – a Registered Letter transported and delivered in a manner preventing its loss, loss of its contents or damage to it
- 30) **CERTIFIED PARCEL** – a Postal Parcel accepted upon Dispatch Confirmation and delivered upon Delivery Confirmation
- 31) **ADVERTISING PARCEL** – a standard Postal Parcel containing exclusively advertising, marketing or promotional materials, sent at least to 50 Recipients in a single procedure, identical in terms of contents, differing from each other only in

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Recipient's data, address or other variable information that does not affect the message conveyed

- 32) **FREIGHT** – items and articles accepted for transport under a single Bill of Lading. Freight is not a Postal Parcel (nor a Priority Parcel delivered by a Courier) being the subject of a Postal Service within the meaning of the Postal Law
- 33) **INSURED PARCEL** – a Parcel insured by the Sender against loss, damage or destruction referred to in § 41 of these Terms and Conditions
- 34) **PARCEL WITH A DECLARED VALUE** – a Certified Parcel with the Operator being liable for its loss, loss of its contents or its destruction up to the value of the Parcel declared by the Sender
- 35) **INTERNATIONAL PARCEL** – a Parcel accepted by the Operator in the Republic of Poland to be transported and delivered to the Recipient outside the Republic of Poland or a Parcel accepted by the Operator outside the Republic of Poland to be transported and delivered to the Recipient on the territory of the Republic of Poland
- 36) **UNDELIVERED MAIL CENTRE** – an establishment of the Operator or its Partner where undelivered Parcels are handled under a relevant agreement
- 37) **DISTRIBUTION CENTRE** – an organisational unit of the Operator or its Partner as well as a partner establishment providing Postal Services on behalf of the Operator
- 38) **DISPATCH CENTRE** – an establishment of the Operator or its Partner where Parcels are dispatched under a relevant agreement
- 39) **SERVICES** – Transport Services and Postal Services provided by the Operator
- 40) **POSTAL SERVICE** – a service consisting in handling, sorting, and/or delivering Postal Parcels and Printed Materials without specific addresses rendered by the Operator in accordance with its registration with the register of postal operators, in compliance with the Postal Law
- 41) **TRANSPORT SERVICE** – a service consisting in accepting, transporting, and delivering Freight which is not Postal Parcels, in compliance with the Transport Law
- 42) **AUTHORISED PERSON** – a person authorised to dispose of Freight. The Sender or the Recipient disposes of Freight after presenting a copy of the Bill of Lading received, making a relevant written declaration
- 43) **USER** – a person with a personal account in the Application
- 44) **TERMS AND CONDITIONS OF THE INSURANCE CONTRACT (GTC)** - the terms and conditions on which the insurance service of the Parcel is provided against damage, destruction or loss, published on the Operator's website, at: <http://swiatprzesylek.pl>
- 45) **RETURN DELIVERY CONFIRMATION** – a service as part of which the Operator or its Partner sends the Sender a written or electronic document (an email or an SMS) confirming the delivery of a Postal Parcel to the Recipient or an Authorised Person, indicating a Parcel delivery date, and if confirmed in writing – bearing also a signature of the person collecting the Postal Parcel.

§ 3.

**DISTRIBUTION CENTRES, UNDELIVERED MAIL CENTRES, AND
DISPATCH CENTRES**

- 1. Distribution Centres, Undelivered Mail Centres, and dispatch Centres of the Operator are open from Monday to Friday with opening times set by a given centre individually. Certain Distribution Centres may be also open on other days than those specified in the preceding sentence with individually agreed opening times.
- 2. Distribution Centres sell packaging of the Operator.

**§ 4.
PRICE LISTS**

- 1. The prices of services provided by the Operator are set forth in the Individual Price List constituting an appendix to a separate written agreement for the provision of Postal Services or Transport Services, and if no such Individual Price List is in place or to an extent not regulated in said agreement, there shall apply the General Price List applicable as at the date of dispatch and posted at the Operator's website <https://en.sp.express/> which constitutes Appendix No. 1 hereto. The basic price of a Service is to be increased by remuneration for additional services as per the relevant and applicable Price List.
- 2. The final price of the Shipment shall also include the cost of payment of fees related to handling by the Operator or the Partners of non-standard shipments (for example: surcharge for oversized shipments, non-standard shape, inadequately packed or delivered in hard-to-reach areas, such as islands, etc.), as well as fees charged in connection with additional services provided by the Operator or the Partners (for example: shipment collection, shipment insurance, etc.) – as per the relevant and applicable Pricelist or pricelist of the Partner. The Operator also reserves the right to charge a handling fee in connection with the handling of the aforementioned shipments or to provide additional services by the Operator or the Partner, in the amount of 20% of the value of these fees or additional services.
- 3. The Operator reserves the right to charge the Sender for returning and storing a Parcel as per the relevant and applicable Price List or a price list of the Partner.
- 4. The applicable General Price List is available at Distribution Centres and Dispatch Centres of the Operator as well as at the Operator's website <https://en.sp.express/>.
- 5. An amendment to the General Price List shall mean an amendment to neither the Terms and Conditions nor a written agreement for Postal Services or Transport Services between the Business Client and the Operator.

**§ 5.
APPLICATION**

- 1. Senders listed to in § 2.16 of these Terms and Conditions can use the services provided by the Operator as long as they have their personal account in the Application and are not in arrears with any amounts due owed to the Operator. Prior to using the Services, the Sender has to accept the Terms and Conditions and to consent to the processing of its personal data to an extent required for the proper provision of the Services by the Operator; the foregoing is done while registering with the Application.
- 2. Dispatch is initiated directly on a personal account of the Sender in the Application or via external software/application using API

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to communicate with the Application – provided that the Business Client and the Operator signed a written agreement for a Postal Service or a Transport Service.

3. The Application allows for comprehensive management of shipments and the Sender's account. In order to dispatch a Parcel, the Sender shall:
 - a) Log in to the Application by providing its email address and password
 - b) Prepare a shipment and pay for it in accordance with § 6 of these Terms and Conditions
 - c) Generate and print a Label
 - d) Put the Label on the Parcel in a durable manner.
4. The Operator reserves the right to verify the declared quantities of Parcels sent against the actual number of Parcels handed over to the Operator for acceptance, both when accepting Parcels for dispatch as well as while sorting them. Should any inconsistency between the declared number of Parcels and their actual number handed over to the Operator be found, the Operator shall immediately notify the Sender of such a situation.
5. The Operator reserves the right to suspend the Sender's account in the Application if the Sender commits a gross breach or continues to breach these Terms and Conditions or if the Sender delays in paying amounts due to the Operator for longer than 5 days.
6. Should the account be suspended even though any of the reasons for suspension referred to in item 5 above have not occurred, the Sender shall immediately contact the Operator.

**§ 6.
PAYMENT AND BILLING**

1. Services are paid for via the Application or via other channel specified in a written agreement for a Postal Service or a Transport Service entered into with the Business Client.
2. A payment for a Service depends on the weight and dimensions of a Parcel as well as on additional services provided by the Operator or its Partner to the Sender. The Operator reserves the right to verify fees calculated for a Service provided. In particular, the Operator may verify the weight and dimensions of a Parcel. Inconsistency of such data with information provided by the Sender may result in a change in the price of the Service as per the relevant and applicable Price List.
3. The weight of a Parcel includes also its packaging and necessary markings and labels (e.g. those informing about a fee collected or additional services provided).
4. Placing or failure to place a Label on a Postal Parcel (or failure to hand over a Parcel to the Operator) shall not exempt the Business Client from payment for a corresponding Postal Service as per the agreement for a Postal Service signed by the Client and the Operator.
5. In the case of services provided by the Operator between the first and the last week day (a week-long settlement period), the Operator shall issue VAT invoices based on the number of Parcels shipped and at the prices as per § 4 hereof. If a VAT invoice for a given settlement period does not include services provided in that period, they will be included in a VAT invoice for the subsequent settlement period.
6. The Business Client has the right to make reservations over a VAT invoice issued by the Operator within 7 days of receiving the VAT invoice in question, though it does not exempt the Business Client

from paying it in full and in time.

7. Filing a complaint shall not exempt the Business Client from the VAT invoice payment obligation. Possible damages awarded under a complaint shall be settled by the Operator based on a separate document.
8. A written agreement with a Business Client may provide for different settlement rules, particularly when it comes to settlement periods or making reservations over VAT invoices.

**§ 7.
LABEL VALIDITY**

1. The Business Client may place a Label generated in the Application on a Postal Parcel in order to send it, but within up to 3 (three) months from its generation (Label validity period). After that period, the Operator may refuse to accept a Postal Parcel with such a Label or may return it to the Sender should it be found in the provision of a Postal Service that the Label validity period has been exceeded. In the case referred to in the previous sentence, the Business Client does not have the right to file claims for failure to provide or for improper provision of a Postal Service, or claims for reimbursement for the Postal Service in respect of the Postal Parcel marked with an invalid Label, subject to item 5 below, and excluding loss of, damage to, loss of contents of or destruction of the Postal Parcel marked with an invalid Label, which is supposed to be returned to the Sender pursuant to this clause.
2. Only one Label is generated for a single Postal Parcel. The Sender may not place more than one Label on a single Postal Parcel.
3. The Sender is obliged to place a Label only on a Postal Parcel, for which the Label was generated. The Operator shall not be held liable for mislabelling a Postal Parcel by the Sender with an invalid Label or a Label designated for another Postal Parcel, and any consequences of mislabelling the Postal Parcel shall be borne by the Sender.
4. The Business Client may invalidate a Label generated, which results in invalidating the order for a Postal Service placed in the Application, within the Label validity period and within 4 (four) days from the Label generation date. Once the Operator is handed over a Postal Parcel with such a Label, it may not be invalidated.
5. Upon Business Client's request, the Operator shall reimburse the Client for a Postal Service paid for in the Application if the Business Client effectively invalidated a Label, in compliance with item 4 above, or if such a Label became obsolete as per item 1 above unless the Operator accepted a Postal Parcel with the invalid Label or if the Operator did not return it as per item 1 above. Funds are reimbursed to the Business Client's bank account indicated in a request for refund within 30 days of receipt of the request referred to herein by the Operator. A claim for refund shall expire pursuant to the generally applicable laws and regulations.
6. The Operator will not accept a Postal Parcel with a Label which was not generated in the Application or which was not provided to the Operator by the Sender.

**§ 8.
DECLARING THE VALUE AND CONTENTS OF A PARCEL**

1. Parcels accepted by the Operator as part of its Services are considered to be Parcels with a Declared Value. The Sender is

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obliged to declare the value of a Parcel and specify its contents.

2. The Sender declares the value and contents of a Parcel in the Application or in other manner specified in a separate written agreement for a Postal Service or a Transport Service.
3. The declared value of a Parcel dispatched by the Sender may not exceed its normal value and, upon Operator's request, it should be confirmed by relevant documents (e.g. an invoice, an account).
4. Prior to accepting a Parcel, the Operator may request the Sender to open it in order to verify whether the contents of the Parcel corresponds to the declarations of the Sender, whether it may be accepted for dispatch, whether the declared value of the Parcel corresponds to its actual value, as well as whether the declared value has been adequately secured.

**§ 9.
CERTIFIED PARCEL
AND RETURN DELIVERY CONFIRMATION**

1. The Operator may purchase a Certified Parcel service for an additional fee.
2. A confirmation of delivery of a Certified Parcel is provided to the Sender immediately after it has been dispatched. The delivery of a Certified Parcel may be confirmed also in the Mail Dispatch Register. A template for a Mail Dispatch Register constitutes Appendix No. 3.
3. If a Certified Parcel is returned to the Sender, the Operator may charge an additional fee for its return.
4. The Sender may also purchase an additional Return Delivery Confirmation service for a Certified Parcel, consisting in the Operator sending the Sender a Return Delivery Confirmation with a date of delivery of the Parcel and a signature of the person who collected the Parcel.

**§ 10.
ADDRESSING A POSTAL PARCEL**

1. The Business Client needs to specify the following on an envelope or packaging containing a Postal Parcel to be handed over to the Operator:
 - a) Name and last name or full name of the Sender and the Recipient
 - b) Address of the Sender and the Recipient consisting of city/town/village, street, building number, apartment number, and postal code.
2. Only a single person/entity or a group of individuals living together in the same apartment may be a Recipient.
3. A Postal Parcel that is not adequately marked with information allowing for the identification of the Recipient will not be accepted by the Operator for dispatch. However, should such a Postal Parcel be accepted by the Operator, it will be returned to the Sender with a note stating a reason for its return to the Sender. The Operator charges a fee for returning a Postal Parcel in accordance with the relevant and applicable Price List.
4. A Postal Parcel shall also be returned to the Sender at its cost if the address provided on the Parcel is incorrect.
5. A Postal Parcel that cannot be returned to the Sender and delivered to the Recipient due to an incorrect address shall be deemed undeliverable and shall be directed to the Undeliverable

Mail Storeroom.

6. If data referred to in item 1 above are provided on a Label as well, placing such a Label with correct information on a Postal Parcel shall result in fulfilling the obligation referred to herein, but it does not exclude the remainder of this clause.

**§ 11.
DISPATCHING A POSTAL PARCEL**

1. An agreement for a Postal Service is entered through the following:
 - a) Dispatching a Postal Parcel at a Distribution Centre or a Dispatch Centre of the Operator
 - b) Handing over a Postal Parcel to a Courier by the Sender.
2. An agreement for a Postal Service is entered into in a manner referred to in items 1(a) and 1(b) above upon registering a Sender's Postal Parcel with the computer system of the Operator when the Sender uses the Application referred to in § 2.3 of these Terms and Conditions, regardless of the moment of dispatching the Postal Parcel by the Sender at an Operator's Distribution Centre or Dispatch Centre or the moment of handing over the Postal Parcel to a Courier by the Sender.
3. In case of any doubts, accepting a Postal Parcel at a Distribution Centre, a Dispatch Centre or by a Courier shall mean dispatching it.

**§ 12.
RIGHTS OF THE OPERATOR AND OBLIGATIONS OF THE SENDER**

1. The Operator refuses to enter into an agreement for a Postal Service or a Transport Service, or may refuse to provide any of these Services if:
 - a) The Sender fails to comply with the requirements for the provision of services set forth in the Postal Law (for a Postal Service) or the Transport Law (for a Transport Service), respectively, these Terms and Conditions, as well as in regulations issued on the basis thereof
 - b) The contents or packaging of a Parcel may result in a loss suffered by the Operator or a third party or in damage to other parcels. The Sender is at any times responsible for packing and packaging a Parcel safely and adequately to the contents of the Parcel; in particular, when packaging a Parcel, the Sender should take into account its contents, atmospheric conditions, and other circumstances that may affect the condition of the Parcel, even after its acceptance by the Operator, including circumstances which may arise in the transportation of the Parcel by the Operator
 - c) On the packaging of a Parcel or on a visible part of its contents there are images, text, drawings or other graphic symbols infringing the rights or personal interests of the Sender, the Recipient or other people or markings which do not comply with the requirements set forth in the Law or these Terms and Conditions
 - d) A Postal Service would be provided in full or in part in an area that is not included in the register of postal operators unless the Operator entered into a written collaboration agreement allowing for the provision of that service outside the Operator's area of operation
 - e) Separate provisions of law prohibit the acceptance and transport of a given Parcel
 - f) The Business Client with whom a relevant agreement has been entered into is in arrears with payments for Postal

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- Services or Transport Services provided by the Operator
- g) The delivery address indicated on a Parcel is incorrect or illegible
 - h) A Postal Parcel contains liquids, gases, breakable items, fragile items, live plants and animals or items requiring special treatment during the provision of the Postal Service
 - i) It is reasonably suspected that the declaration of the value, contents, dimensions, and/or weight of a Parcel is inconsistent with the actual value, contents, dimensions, and/or weight of the Parcel.
2. In addition, the Operator has the following rights:
- a) The right to refuse to enter into an agreement for services if a Parcel does not comply with the requirements for entering into it defined by the Operator, and in particular when:
 - i. The Parcel contains items (including those whose transport is not allowed) prohibited under the applicable laws and regulations, including by the Postal Law or relevant regulations of the Universal Postal Union and the Transport Law; as well as items originating from crime, money, securities, valuables (including jewellery, antiques, artworks, identification signs, etc.), weapons, ammunition, and other waste explosives or flammable materials (including weapons within the meaning of Art. 4.1 of the Weapons and Ammunition Act of 21 May 1999 (Dz.U. of 2017, item 1839, as amended), excluding: noise guns, starter pistols, alarm guns and ammunition for them as long as they are not firearms within the meaning of the said act; as well as – provided that prior to dispatching the Parcel the Sender provides the Operator with documents required by the said act and complies with the remaining requirements for the services in question – hazardous items and substances within the meaning of separate regulations, chemical substances or their mixtures available on the market (e.g. designer drugs), including those with properties of explosive, flammable, oxidising, irritating, corrosive, sensitising, carcinogenic or mutagenic nature and those adversely affecting the reproductive system, detrimental to human health and life or property; narcotics and psychotropic substances, perishable articles that require special transport conditions (including those emitting fragrance or liquids), dead or live animals and plants, human corpses, human and/or animal organs, though the foregoing list is not exhaustive
 - ii. The Parcel is inadequately packaged so that it may open without interfering with the packaging, so that its contents can get lost or damaged or so that other parcels can get damaged while providing the Postal Service or the Transport Service; or when the dimensions and/or weight of the Postal Parcel exceeds the dimensions and/or weight defined in § 2.19 and § 2.26 of these Terms and Conditions, respectively
 - b) Refrain from providing a Postal Service or a Transport Service after having signed a relevant agreement if the Parcel does not comply with the requirements defined in the agreement and in the Terms and Conditions.
3. Freight may be verified by the Operator at any time as of its dispatch until its delivery to the Recipient in order to verify whether it corresponds to the information provided in the Bill of Lading. Freight is verified in the presence of the Sender or, if it is impossible, in the presence of persons assigned by the Operator to verify it in compliance with the Transport Law.
- 4. Should the Operator refuse to enter into an agreement for a Postal Service and a Transport Service or withdraw from it for any of the reasons referred to in items 1 and 2 above, the Parcel accepted shall be returned to the Sender at its cost. The fee collected for the service provided is also to be refunded. If the Sender does not agree to cover the costs of sending back the Postal Parcel referred to in items 1 and 2 above, § 15.6–7 of these Terms and Conditions shall apply respectively.
 - 5. If it is reasonably suspected that a Parcel does not comply with the requirements referred to in item 1 or 2 above, the Operator may verify – taking into consideration the relevant regulations – the contents of the Parcel at any stage of the provision of the service, also prior to its acceptance, by requesting the Sender to open it and subsequently to decide on accepting the Parcel, refusing to accept the Parcel or ceasing the provision of the service and returning the Parcel to the Sender at its cost as per the relevant and applicable Price List. Should the provision of the service be ceased, the fee paid by the Sender will be set off against a fee payable to the Operator for returning the Parcel to the Sender. The Sender shall be held liable under the general rules and regulations for damage and losses caused by packing and packaging a Parcel inadequately or by unacceptable contents thereof.
 - 6. The Sender is obliged to adequately pack and package a Parcel, especially a Postal Parcel, in a way securing its contents against any damage to the Parcel in transport as well as in a manner that does not endanger people used by the Operator to provide the service nor other parcels handled by the Operator. In particular, the packaging should be:
 - a) Properly sealed in a way preventing access to the contents of a Parcel
 - b) Durable enough for the weight and contents of a Parcel
 - c) Secured externally in a way preventing the contents of a Parcel from moving
 - d) Marked with a label informing of its special nature, e.g. “GLASS” or “THIS WAY UP”.
- Instructions on the proper method of packing the Parcels are contained in the Guide published on the Operator's website at: <http://swiatprzesylek.pl>.

**§ 13.
RIGHT OF LIEN**

- 1. The Operator that signed an agreement for a Postal Service or a Transport Service with the Sender has the right of lien on Parcels in order to secure claims arising from such an agreement and claims for reasonable additional costs of the service incurred for reasons attributable to the Sender or the Recipient.
- 2. Item 1 above does not apply to Parcels addressed to state authorities and administration bodies as well as judicial authorities and the prosecution.
- 3. Should the Recipient or the Sender refuse to satisfy the lien claims, the Operator with the right of lien will collectively open a Parcel and will begin the procedure of selling its contents after 14 days from the date of a written notification about the intended sale.

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4. The Operator shall transfer an amount received from the sale of the Parcel referred to in item 3 to the Sender at its cost after setting off the lien claims.
5. The Operator may request the Sender to cover a difference if the lien claims exceed the amount from the sale of a Parcel.
6. If it is impossible to sell the entire Parcel or any of its part, § 15.6 of these Terms and Conditions shall apply to the unsold part of the Parcel.
7. Items 1–6 above are not in contradiction with the Polish Customs Law Act of 19 March 2004 (Dz.U. of 2018, item 167, as amended).

**§ 14.
DELIVERING A POSTAL PARCEL**

1. A Registered Parcel, a Priority Parcel delivered by a courier or a Postal Parcel is deemed delivered upon its handover to the Recipient or an Authorised Person after the relevant person signs a Delivery Confirmation. A confirmation of delivery of a Registered Parcel or a Postal Parcel should include a delivery date and a legible signature of the Recipient or an Authorised Person.
2. Subject to item 1 above, Letters, standard Parcels, and Express Parcels are delivered in person or to a post box.
3. A Postal Parcel is delivered to the Recipient or an Authorised Person to the address indicated on the Parcel or in a relevant agreement for a Postal Service.
4. A Postal Parcel may also be delivered to the Recipient in person in a place agreed with the Recipient.
5. Undelivered Parcels are delivered by handing them over for collection at Distribution Centres or Undelivered Mail Centres.
6. While handing over a Postal Parcel for collection, upon Operator's request, the Recipient or an Authorised Person is obliged to present his or her valid personal ID card, passport, driving licence or other ID document with his or her photograph, an official seal with the emblem of the Republic of Poland, and a signature of its holder; and in the case of foreigners who do not hold any of the foregoing documents – to present other document confirming his or her identity.

**§ 15.
FAILED DELIVERY NOTE AND THE UNDELIVERABLE MAIL STOREROOM**

1. If the Recipient's post box is missing or the Recipient of a Certified Parcel is absent, the Courier shall provide the Recipient with a written note, left on the Recipient's door or in another visible place, informing of the attempted delivery of the Certified Parcel and the address of the Distribution Centre or the Undelivered Mail Centre wherein the Postal Parcel should be collected within 7 days of the day following the delivery of the note.
2. Upon the lapse of a 7-day period starting from the day following the delivery of the note referred to in item 1 above, the Courier shall provide the Recipient with another note informing that the Certified Parcel may be collected within 7 days, starting from the day following the delivery of the second note referred to above. Undelivered Parcels shall be stored in a Distribution Centre or an Undelivered Mail Centre for at least 15 days of the day following the delivery of the first note referred to in item 1.
3. Upon Sender's or Recipient's request, the note referred to in items 1 and 2 above may be delivered to the Recipient via electronic means, provided that such an option is allowed by the Operator at the time.

4. Upon the expiration of the time limit for collection, the Postal Parcel shall be returned to the Sender.
5. In the case of the Postal Parcels referred to in item 4 above and Parcels returned as misaddressed, the return costs shall be borne by the Sender.
6. If the data provided on the envelope or the packaging are insufficient to return the Postal Parcel to the Sender, as well as in the cases referred to in § 10.5, the third sentence of § 12.4, and § 13.6 hereof, the Parcel shall be directed to the Undeliverable Mail Storeroom of the Operator. Such a Parcel shall be subject to procedures indicated in Art. 32 and 33 of the Postal Law.
7. If a Postal Parcel which cannot be returned to the Sender is transferred to the Undeliverable Mail Storeroom as undeliverable, the Operator shall return the Parcel to the Sender only and exclusively at an express written request made by the Sender and after the Sender has paid all its dues owed to the Operator for returning said Postal Parcel.

**§ 16.
RIGHTS OF THE SENDER**

1. Until the delivery of a Certified Parcel is completed, the Sender may:
 - a) Terminate the postal service agreement;
 - b) Request the change of the Recipient or the place of delivery.
2. The Postal Operator which has entered into an agreement for a Postal Service with the Sender may request the Sender to pay the fees incurred for the actions taken as a result of the Sender's termination of the agreement or the introduction of changes referred to in item 1 above.

**§ 17.
TIMES OF DELIVERY OF DOMESTIC POSTAL PARCELS**

1. The Operator shall deliver Parcels accepted for transit and delivery in the Republic of Poland in the following time limits (business days):
 - a) Letter – declared time limit – within 4 days from the date of dispatch
 - b) Registered Parcel – declared time limit – within 3 days from the date of dispatch
 - c) Advertising Parcel – declared time limit – within 5 days from the date of dispatch
 - d) Package – declared time limit – within 3 days from the date of dispatch
 - e) Express Parcel – declared time limit – within 2 days from the date of dispatch
 - f) Priority Parcel delivered by a Courier – guaranteed time limit – within 7 days from the date of dispatch
2. The declared times of delivery indicated in item 1 are applicable to Parcels indicated in items 1(a) through 1(d) dispatched until 3.00 pm, and in the case of Express Parcels – dispatched until 1 pm.
3. Express Parcels dispatched after 1.00 pm and all other Parcels dispatched after 3.00 pm shall be deemed dispatched on the following day.
4. If a Parcel is dispatched at a Dispatch Centre of the Operator, the delivery times set forth in item 1 above shall be extended by one business day.
5. The time limits indicated in item 1 above do not include public

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holidays, Saturdays or Sundays.

6. The time limits indicated in item 1 above refer to the estimated delivery time of a Postal Parcel, excluding the time limit indicated in item 1(f) above.

§ 18.

**DETAILED REGULATIONS ON PRIORITY PARCELS DELIVERED BY
COURIERS**

1. A Priority Parcel delivered by a Courier may be accepted for transport (transit and delivery) on the basis of a previously filed order placed via the Application in the following manner:
 - a) at a Distribution Centre or a Dispatch Centre – after the Priority Parcel has been delivered there by the Sender
 - b) at the Sender's location – after the Priority Parcel has been collected from the Sender by a Courier.
2. Any Priority Parcel to be dispatched needs to be properly addressed in accordance with a template provided to the Sender at a Distribution Centre or a Dispatch Centre, by a Courier, or in the Application. A Priority Parcel delivered by a Courier shall bear a corresponding Label generated in the Application or otherwise provided to the Sender by the Operator. A properly addressed Priority Parcel delivered by a Courier shall contain in particular:
 - a) Correct address details (street, building/apartment number, postal code, and city/town/village) and contact details (phone number and, optionally, email address) of the Sender
 - b) Correct address details (street, building/apartment number, postal code, and city/town/village) and contact details (phone number and, optionally, email address) of the Recipient
 - c) Information on the Priority Parcel (dimensions, weight, value, and detailed information on the contents).
3. For a Priority Parcel to be accepted, the Operator (a Courier or an employee of a Distribution Centre or a Dispatch Centre) must positively verify the data indicated on the Priority Parcel, their consistency with the Label, and the capability to render the service.
4. An agreement for services shall be concluded upon the acceptance of a Priority Parcel by a Courier or the acceptance of a Priority Parcel for dispatch at a Distribution Centre or a Dispatch Centre.
5. The agreement shall be evidenced by the Label or another shipping document confirmed by the Operator, such as an electronic message, a printout or another document used by the Operator and containing data indicated herein and under the applicable laws and regulations.
6. The Sender shall decide on the manner of delivering a Priority Parcel while generating an order in the Application, on the Label or in another shipping document, by selecting one of the available options:
 - a) Delivery to the address provided (default option)
 - b) Delivery to a Distribution Centre or an Undelivered Mail Centre, i.e. personal pick-up (option available only for some Distribution Centres and Undelivered Mail Centres of the Operator or its Partners, as indicated in the Application).
7. As a rule, if the Recipient and any other person authorised to collect a Priority Parcel are absent, the Recipient may alternatively:
 - a) Collect the Priority Parcel at a date, place, and hours

indicated by the Operator (Failed Delivery Note) or

- b) Agree with the Operator on another (second) attempt to deliver the Priority Parcel, and if that attempt is failed as well (e.g. due to the absence of the Recipient and any other person authorised to collect the Priority Parcel), agree on yet another (third) attempt to deliver the Priority Parcel, which is subject to a fee indicated in the relevant and applicable Price List.

The Operator shall inform the Recipient of the options listed above in the manner selected at the Operator's discretion (a written note, a text message sent to the phone number provided, an email sent to the email address provided (Failed Delivery Note)).

8. An undelivered Priority Parcel shall be stored at an indicated Distribution Centre or an indicated Undelivered Mail Centre for at least 3 (three) business days, starting from the last delivery attempt. If the time limit indicated above expires and the Recipient fails to respond, the Operator shall return the Priority Parcel to the Sender with a "Failure to Deliver" note, following the rules set forth below:
 - a) Returns of Priority Parcels are subject to a fee as per the relevant and applicable Price List
 - b) The Operator shall make at least one attempt at returning the Priority Parcel directly to the Sender
 - c) In the case of failure to deliver the Priority Parcel back to the Sender, the Operator shall inform the Sender, in a text message or an email, of the returned Priority Parcel, indicating a possible date and time of collection
 - d) Undelivered Priority Parcels need to be collected within 3 (three) business days from the date of return
 - e) Undelivered Priority Parcels which have not been collected by the Sender within the time limit indicated above shall be deemed undeliverable.
9. A Priority Parcel shall be returned also if the Recipient refuses to collect the Priority Parcel or if the Recipient's address details provided are incorrect.
10. An undelivered Priority Parcel shall be deemed lost if, within 30 days from the date of dispatch, the delivery has not been completed and no note has been provided informing of the attempted delivery and the Distribution Centre or the Undelivered Mail Centre wherein the Parcel may be collected.
11. A confirmation of delivery of a Priority Parcel may be provided in writing or electronically. The delivery of a Priority Parcel shall be confirmed by a legible signature affixed by the Recipient (or another Authorised Person) itself.
12. Subject to the rules for filing complaints and to generally applicable regulations, all reservations over the services or the condition of the Priority Parcel delivered by a Courier should be described by the Recipient / the Sender (in the case of the Priority Parcel being returned to the Sender) or an Authorised Person at the moment of collecting the Priority Parcel on the forms used by the Operator or its Partner.

§ 19.

DETAILED REGULATIONS ON INTERNATIONAL PARCELS

1. Regardless of the provisions hereof referring to domestic Parcels, it is unacceptable to dispatch Parcels containing: articles prohibited under relevant regulations of the Universal Postal Union; articles whose transit is prohibited under the applicable

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- laws and regulations, agreements, conventions, or international accords signed by Poland (particularly the Convention on the Contract for the International Carriage of Goods by Road), articles containing cash, securities, other instruments of payment; portable instruments of payment such as: endorsed share certificates, bonds, letters of credit, nominal value coupons, or other means of payment, valuables (jewellery, fine arts, antiques, numismatic items, etc.); knives and other sharp/pointed items, weapons and ammunition; explosives or flammables, as well as dangerous articles and substances (including the articles listed in the International Maritime Dangerous Goods Code, the European Agreement concerning the International Carriage of Dangerous Goods by Road, and all other national and international regulations governing the transport of dangerous goods or rendering services involving dangerous goods); lottery tickets, gambling devices – in the cases prohibited under the laws of Poland or any country of transit, tobacco, alcohol, perishables, including perishable food products, articles requiring transport in special conditions; chemically or biologically active materials; radioactive materials; animals, human and animal remains; embryos, products of animal origin; materials of plant origin, narcotics and psychotropic substances; medication requiring transport in special conditions; other articles which could pose a health risk to any person who comes into contact with the article, other articles which could damage or destroy other parcels; pornographic or obscene materials, dangerous waste; other articles whose transport, import, export, handling, use, or possession is prohibited under the applicable laws and regulations, including the laws of the destination country, or any other articles which cannot be safely or legally transported in the opinion of the Operator, provided that the Operator informs the Sender of this fact prior to dispatching an International Parcel. In particular, the Operator shall refuse a Parcel if its acceptance would infringe upon the provisions of the Postal Law, the Convention on the Contract for the International Carriage of Goods by Road, the Transport Law, other generally applicable laws and regulations of Poland or the countries of transit and delivery.
2. It is unacceptable to provide a Parcel with any inscriptions, symbols, or marks which blatantly infringe upon the law, the rules of common decency or the public order.
 3. It is unacceptable to dispatch Parcels containing items which, due to their shape, character or packaging, may pose a risk to people, contaminate or damage other parcels, equipment, or goods owned by the Operator, the Partners or third persons. Furthermore, a Service involving an International Parcel shall not be rendered if it is subject to the criminal law under relevant regulations.
 4. In addition, it is unacceptable to dispatch the following:
 - a) Parcels addressed to the following Recipients: Army Post Office (APO) and Fleet Post Office (FPO)
 - b) Parcels containing wet ice (frozen water); which are moist, leaking, or smelling; packaged in kraft paper; posing a risk of delay or damage to the equipment, the staff or other parcels
 - c) Parcels sent as part of the following procedures: carnets (allowing for a duty-free temporary import for exhibitions etc.); the drawback system (whereunder paid customs fees are reimbursed during export), temporary import under bond (allowing for temporary import to conduct repairs, etc.) or letters of credit
 - d) Parcels whose value exceeds the allowed customs value.
 5. In the situations provided for by the law or upon request of competent authorities of a country of transit, the Operator or its Partner may allow for the opening and inspection of an International Parcel without notifying that to the Sender or the Recipient. The Operator and its Partners delivering an International Parcel outside the territory of Poland reserve the right to x-ray said International Parcel. When dispatching an International Parcel, the Sender must be aware that said International Parcel may be x-rayed which may affect its condition and contents.
 6. Information on customs requirements (“Requirements for Customs Clearance”) applicable to Parcels sent abroad is available at the Operator’s website <https://en.sp.express/> as well as at Distribution Centres and Dispatch Centres of the Operator.
 7. The Operator reserves the right to introduce additional limitations at a month’s notice (by publishing the limitations at the Operator’s website: <https://en.sp.express/> as well as at Distribution Centres and Dispatch Centres of the Operator), which may result from the following:
 - a) Legal regulations of any country of transit of the International Parcel in question
 - b) Legal regulations of the country of delivery
 - c) Legal regulations arising from the type of service ordered.
 8. Dispatching certain articles may be subject to different rules of customs clearance which may extend the delivery time of an International Parcel.
 9. The Operator may be legally obliged to report an improperly declared or undeclared Parcel containing dangerous articles to competent local authorities if the Sender has dispatched such an International Parcel despite the prohibition. In such a situation, the Sender may be subject to a fee or other penalty imposed in accordance with the applicable laws and regulations.
 10. If there is reasonable doubt whether an International Parcel meets the requirements specified in the preceding items, the Operator reserves the right to verify its contents prior to acceptance, in compliance with the requirements arising from the applicable laws and regulations, in particular the Postal Law and the Transport Law. As a result of the foregoing, the Operator may return or refuse to accept such an International Parcel and, in exceptional and justified cases and in accordance with relevant regulations, may destroy its contents, provided that they pose a risk to people or other parcels.
 11. International Parcels may be subjected to inspections carried out by relevant authorities (e.g. customs and border protection officers) in accordance with the laws and regulations applicable in the countries of transit. Such inspections may involve opening an International Parcel and verifying its contents by competent authorities without prior notice to the Sender or the Recipient.
 12. The Sender must complete all customs, fiscal, and other procedures required for the items included in the International Parcel (fill out relevant documents, pay customs fees, taxes, etc.) in accordance with relevant regulations. The Operator shall not pay on behalf of the Sender any fees, customs-related or otherwise, for items included in an International Parcel, and if the Operator has been forced to pay the fees referred to in the preceding sentence, the Sender shall refund the expenses incurred without undue delay.

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13. The Sender acknowledges that International Parcels may be subjected to customs clearance in the destination country prior to their delivery to the Recipient. The Operator recommends the Sender to ensure that articles sent in International Parcels can be admitted to the country of delivery. An up-to-date list of articles prohibited as imports in individual countries is available at the Operator's website <https://en.sp.express/> as well as at Distribution Centres and Dispatch Centres of the Operator. If the Sender dispatches an International Parcel containing prohibited items listed herein or in the generally applicable laws and regulations, the Sender shall pay the fees incurred as a result of sending foreign goods to the Sender and returning them from the country which prohibits such goods as imports.
14. The Sender is obliged to fill out and enclose the documentation necessary for completing the customs procedure. All the information on the necessary documents and templates for customs documents are available at the Operator's website <https://en.sp.express/> as well as at Distribution Centres and Dispatch Centres of the Operator.
15. If an International Parcel is withheld by customs agencies or offices due to any errors, inaccuracies, or any other omissions in documentation, the Operator shall notify the Recipient and then the Sender of such a situation. If the Recipient / the Sender is obliged to provide accurate information or documentation under the local laws and regulations and the Recipient / the Sender neglects to fulfil this obligation without undue delay, the International Parcel may be deemed impossible to deliver. The Operator shall not be held liable for the impossibility to deliver an International Parcel due to the inaccuracy or incompleteness of documentation, i.e. due to the negligence of the Sender / the Recipient.
16. When appropriate, upon Operator's request, the Sender residing/seated in the European Union may appoint the Operator, its Partner, or a delivery company as the Sender's direct representative, authorising them to prepare and submit relevant declarations (e.g. customs declarations, export declarations, etc.), and take all actions related thereto on the behalf, at the expense, and at the risk of the Sender.
17. The Operator reserves the right to charge additional fees based on real costs of customs clearance or other services rendered in relation to the customs clearance of the Parcels.
18. International Parcels which have not been collected from the customs office shall be deemed undeliverable within the meaning of the Postal Law. If the Recipient or any third person requested by the Operator to ensure the reimbursement of the costs of fees and taxes required for customs clearance of an International Parcel refuses to pay said costs, the Operator may notify the Sender of the situation by sending an adequate letter or an electronic message containing a scanned copy of such a letter to the email address provided. If the Sender refuses to confirm its intent to reimburse the Operator for the expenses incurred, the International Parcel shall be returned to the Sender, deposited in a storage facility or a bonded warehouse, or deemed undeliverable. In such an event, the Sender shall pay the return fee in accordance with the relevant and applicable Price List and bear the costs of storing the International Parcel in a storage facility or a bonded warehouse.
19. The Operator forewarns that International Parcels may be seized and withheld by competent institutions of the countries of transit (e.g. by customs offices, border protection offices or other public authorities) which may delay or even preclude the delivery of

International Parcels. In such a situation, the Operator shall not be held liable if it was ready to render the Service involving the International Parcel but said Service was made impossible for reasons beyond the Operator's control.

20. The Operator delivers the foreign Shipments on the declared dates indicated in the information sheet and the guaranteed period of 60 business days after the date of dispatch.

§ 20.

DISPATCHING AN INTERNATIONAL PARCEL

1. Any International Parcel needs to bear legible addresses of the Sender and the Recipient (i.e. name and last name, street, town, postal code, and name of the destination country) provided in a durable manner in Polish and in English or French (names of countries in English and in French are available at the Operator's website <https://en.sp.express/> as well as at Distribution Centres, Undelivered Mail Centres, and Dispatch Centres of the Operator). Detailed information on the preparation of an International Parcel for dispatch is available at the Operator's website indicated above and in the Information Guide included in Appendix 2 hereof.
2. If possible, the Recipient's details provided on International Parcels should include not only the Recipient's address but also its phone and fax number. The Sender may also provide its or the Recipient's email address as a possible means of communication with the Operator.
3. The fee for an International Parcel shall be collected at the moment of its dispatch as per the relevant and applicable Price List.
4. International Parcels dispatched after 1.00 pm shall be deemed to be dispatched on the following day.
5. By dispatching an International Parcel, the Sender declares that the International Parcel does not contain any items which are unacceptable or prohibited hereunder or under the applicable laws and regulations.
6. Prior to dispatching an International Parcel, the Sender is obliged to verify whether its contents are not prohibited under relevant regulations of the countries of transit and the country of delivery or under the list of articles prohibited as imports indicated in the regulations of the Universal Postal Union.
7. The Operator shall refuse to accept an International Parcel if the Sender declares that it contains any items which are unacceptable or prohibited hereunder or under the applicable laws and regulations.
8. The Operator may refuse to accept an International Parcel if the Sender refuses to sign the dispatch confirmation which includes a declaration that the Parcel does not contain any items which are unacceptable or prohibited hereunder or under the applicable laws and regulations.
9. International Parcels need to be properly and securely packed and packaged in a manner which allows for their opening without interfering with the packaging, prevents from their loss or any damage to its contents during transport, and precludes them from damaging other parcels. The foregoing refers to all types of transport. If the foregoing obligations are not fulfilled and any damage occurs, the Operator may claim adequate damages and postpone the service, provided that its continuance would risk

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damaging or destroying other parcels or causing another damage.

10. Items susceptible to damage during air transport (e.g. due to changes in temperature or air pressure) have to be properly secured by the Sender with the use of adequate packaging. When dispatching an International Parcel, the Sender has to consider all the circumstances, including atmospheric conditions, which may affect International Parcels and are beyond the control of the Operator, particularly if the International Parcel is to be transported via airmail or sea mail. The Operator does not provide air conditioning during transport. The Operator does not provide any service which would involve re-freezing or adding dry ice to International Parcels.
11. If the International Parcel is: refused by the Recipient, leaking, damaged or smelling (the instances hereinafter referred to jointly as: "Leakiness"), The International Parcel shall be returned to the Sender if possible. If an International Parcel is refused by the Recipient or the Sender or if an International Parcel cannot be returned due to Leakiness, the Operator shall charge to the Sender all relevant fees indicated in the relevant and applicable Price List and the expenses incurred as a result of eliminating contamination or of the destruction of the International Parcel.
12. The Sender places all articles non-resistant or susceptible to changes in temperatures (including high or low temperatures), humidity, pressure, etc. in an International Parcel at its own risk and responsibility. The Operator reserves the right to transport International Parcels across various climatic zones, thus subjecting the Parcels to various atmospheric conditions, which may affect the contents and the condition of the Parcels.
13. If despite the limitations arising herefrom the Sender decides to dispatch electronic storage devices containing any confidential data (such as trade secrets, financial information, private information, or health information), it is recommended that the Sender create and hold on to a copy of such data prior to dispatching the Parcel. Furthermore, it is recommended that the Sender properly secure the information saved on electronic storage devices included in the Parcel against destruction, copying or loss. When rendering the Postal Service, The Operator does not guarantee protection against the loss of data and information saved on any kind of data storage devices, including optical and magnetic discs, memory cards, hard drives, CDs, DVDs, Blu-ray discs, 3D discs, etc. as the Parcels may be affected by atmospheric conditions, including changes in air pressure, temperature, humidity, climate, etc. whereof the Sender should be aware when dispatching an International Parcel. International Parcels must not contain classified information within the meaning of the Act of 5 August 2010 on the Protection of Classified Information (Dz.U. of 2016, item 1167, as amended).
14. The Operator does not offer any special handling of International Parcels bearing the "FRAGILE" label, visual labels such as the "UP" or "TO END UP" arrows, or other similar labels, including the equivalents of those labels expressed in other languages.

§ 21.

DELIVERING AN INTERNATIONAL PARCEL

1. An International Parcel shall be delivered at the Recipient's address indicated by the Sender. An International Parcel may be delivered to another person authorised to collect the International Parcel or to an address other than the one indicated on the International Parcel provided that a relevant consent has

been granted by the Sender or the Recipient, or that such an option is allowed under the laws and regulations, including the laws of the country of delivery, or that such an option is allowed under the internal regulations of the Operator or its Partner.

2. The Operator shall deliver International Parcels to the addresses of PO Boxes only if such an option is allowed under the laws and regulations of the country of delivery or under the internal regulations of the Partner. The Operator does not deliver International Parcels to the addresses of the PO Boxes of the army of the United States of America, such as APO or FPO.
3. International Parcels intended for hotels, hospitals, public offices or institutions, universities or other public facilities having their own postal department or a parcel/goods collection point will be delivered to those places unless agreed otherwise with the Operator prior to dispatch. The Operator's compliance with the Sender's demands to terminate the agreement, return the International Parcel, correct or alter the address or the Recipient after the International Parcel has been dispatched is subject to fees as per the relevant and applicable Price List.
4. The Operator undertakes to deliver an International Parcel with complete address details within 31 business days from its dispatch. If the delivery of an International Parcel is delayed due to customs clearance or other administrative regulations issued as a result of an inspection, random checks, documentation errors or omissions attributed to the Sender, or due to any procedure related to the delivery of the International Parcel, the date of delivery of the International Parcel shall be extended by the number of business days equal to the number of additional days (or parts of days) necessary to complete the formalities.
5. Estimated times of delivering International Parcels to each country are provided in the Information Guide. The times are for guidance only and do not impose any specific obligation on the Operator. If an International Parcel is dispatched at a Dispatch Centre of the Operator, estimated delivery times shall be extended by one business day.
6. An International Parcel which cannot be delivered to the Recipient shall be returned to the Sender by the Operator. In the event of returning an International Parcel to the Sender, a return fee shall be charged. The Operator may request the Sender to pay additional costs arisen due to defects in the International Parcel as per the relevant and applicable Price List. If the Sender refuses to pay said costs, the Operator may refuse to provide the Postal Service or postpone its provision until the dues have been paid. An International Parcel which is undeliverable within the meaning of the relevant regulations (i.e. cannot be delivered to the Recipient or returned to the Sender due to the address of the Sender being missing or incorrect) may be opened by the Operator in situations provided for by the law in order to acquire data for delivering or returning the International Parcel to the Sender. If the data are not acquired or if the Sender refuses to collect the returned International Parcel in accordance with the regulations, the International Parcel may be destroyed after a minimum period of 60 days since its opening.
7. An International Parcel may be also deemed undeliverable particularly in one of the following cases:
 - a) The Recipient's address is incomplete, illegible, incorrect or cannot be located
 - b) The International Parcel is supposed to be delivered to an address located outside the area of operation of the Operator or its Partners

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- c) The seat of the Recipient's company is permanently closed
 - d) Delivery is impossible due to the absence of an Authorised Person, the refusal to accept the International Parcel or the refusal to confirm its delivery during the first or any subsequent delivery attempt
 - e) The International Parcel cannot be cleared by customs
 - f) The International Parcel poses a risk of damaging or delaying the delivery of other parcels or poses a risk to people's life or health
 - g) The International Parcel contains forbidden items
 - h) The packaging of the International Parcel is improper or
 - i) The contents or the packaging of the International Parcel are damaged in a manner preventing re-packaging and may pose a risk to people or contaminate or damage other parcels, equipment or goods owned by the Operator or third persons.
8. If an International Parcel is for any reason impossible to deliver, the Operator may attempt to notify the Sender of that fact in order to agree upon the return of the International Parcel. If the attempts at notifying the Sender are unsuccessful for five business days or if the Sender neglects to provide the Operator with further instructions within five business days, the Operator may deliver the International Parcel back to the Sender, deliver the International Parcel to a storage facility or a bonded warehouse or destroy the International Parcel in the situations provided for by the law. If the International Parcel cannot be delivered, cleared by customs, or returned, the Sender shall be charged with the expenses, costs, and fees accrued as a result of sending, storing, or disposing of the undeliverable International Parcel, unless the International Parcel could not be delivered for reasons attributable to the Operator.
 9. International Parcels which cannot be returned due to legal regulations applicable in a given jurisdiction shall be placed in a storage facility or a bonded warehouse. The costs of re-sending are added to the original costs incurred by the Sender unless the International Parcel could not be delivered for reasons attributable to the Operator. Further information on fees payable in a specific case is available upon request.
 10. The Operator does not exclude the possibility of the Operator or the Partner attempting to deliver the International Parcel more than once, depending on the regulations applicable in the country of delivery and on the regulations of the Partner. The second delivery attempt may be subject to an additional fee indicated in the relevant and applicable Price List or a price list of the Partner.
 11. Each time, a note of the attempted delivery indicating the time of the second attempt is left at the Recipient's address. After every unsuccessful delivery attempt, the International Parcel is left at the nearest office of the Partner operating in the Recipient's country and a note informing of the attempted delivery of the International Parcel is left with the Recipient. If the delivery attempt is unsuccessful, only one more delivery attempt will be made. If an International Parcel was not successfully delivered after two attempts, it shall be deemed impossible to be delivered (undeliverable).
1. The Operator that entered into an agreement for a Postal Service with the Sender is liable for failure to provide or improper provision of the Postal Service unless such a situation results from any of the following:
 - a) A force majeure event
 - b) Reasons attributable to the Sender or the Recipient for which the Operator is not responsible
 - c) Sender's or Recipient's breach of the Postal Law or these Terms and Conditions
 - d) Properties of the item sent, especially due to its high susceptibility to damage resulting from its defects or natural features. When invoking any of the foregoing circumstances, the Operator shall present a relevant proof.
 2. The Operator shall not be held liable for damage to a Postal Parcel if the only reason for such damage are the properties of the item transported inside the Postal Parcel; in particular, the Operator shall not be held liable for the impact on the item inside the Postal Parcel of atmospheric conditions, the lapse of time from its dispatch or damage to the Postal Parcel caused by packing, packaging or securing the item inside the Parcel incorrectly or insufficiently.
 3. The Operator shall not be held liable for damage to a Postal Parcel:
 - a) Consisting in loss of information saved on any data storage device, including optical discs and magnetic discs
 - b) Consisting in loss of weights and measures within the natural loss standards, and if there are none – within the universally acceptable ones
 - c) Resulting from normal wear and tear of the property, its defects or natural features
 - d) Resulting from military activities, state of emergency, strikes, riots, acts of terrorism or acts of sabotage
 - e) Resulting from a nuclear reaction or radioactive contamination regardless of its source
 - f) Resulting from misaddressing the Parcel
 - g) Consisting in an inconsistency of the actual weight and/or contents of the Postal Parcel with its weight and/or contents declared upon dispatch if such damage is not a consequence of a deliberate attempt to interfere in the packaging or contents of the Postal Parcel
 - h) That is visible and reported later than at the moment of delivering the Postal Parcel
 - i) That is not visible and reported later than within 7 days from the delivery of the Postal Parcel.
 4. A Postal Service is deemed not provided if a Postal Parcel or its contents has been completely destroyed or lost through Operator's fault, and its destruction or loss has been properly established as per item 5 below. A Postal Service is deemed not provided also when a Certified Parcel or a relevant Failed Delivery Notification has been delivered after 30 days from the dispatch of the Parcel.
 5. Should the Recipient or an Authorised Person find upon delivery that a Postal Parcel is damaged, a Damage Report is drafted in the presence of the Courier and the Recipient, if possible, using a template provided by the Courier. Signing a document confirming

§ 22.

**OPERATOR'S LIABILITY FOR FAILURE TO PROVIDE OR FOR IMPROPER
PROVISION OF A POSTAL SERVICE**

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the delivery of a Postal Parcel by the Recipient or an Authorised Person shall mean making no reservations over the Parcel received. However, this does not apply to claims for non-visible damage to or loss of contents of a Postal Parcel reported by the Recipient or an Authorised Person within 7 days of the delivery of the Postal Parcel. Should the Recipient discover damage which was not visible upon delivery of a Postal Parcel, the basis for consideration of a complaint is drafting a Damage Report immediately at an Operator's Distribution Centre using a template provided by the Operator or its Partner.

6. An undelivered Postal Parcel is deemed lost if the Parcel or a Failed Delivery Notification has not been delivered within 30 days from its dispatch.
7. Subject to the second and third sentences of item 5 above, a claim for failure to provide or for improper provision of a Postal Service shall expire when a relevant Postal Parcel is collected without reservations as per the Postal Law; unless such improper provision of or failure to provide the Postal Service:
 - a) Is a consequence of an illegal act
 - b) Results from Operator's deliberate fault
 - c) Is a consequence of gross negligence of the Operator.

In the situations referred to in letters (a), (b), and (c) above, the Operator shall be held liable under the general rules and regulations, as per the Polish Civil Code.

8. Claims for failure to provide or improper provision of a Postal Service shall expire upon the lapse of 12 months from the dispatch of a relevant Postal Parcel.

§ 23.

**OPERATOR'S LIABILITY FOR FAILURE TO PROVIDE OR FOR IMPROPER
PROVISION OF A TRANSPORT SERVICE**

1. The Operator that signed an agreement for a Transport Service with the Sender shall be held liable for loss of, damage to or loss of contents of Freight arising from its acceptance for transport until its delivery as well as for any delay in its transport.
2. The Operator shall not be held liable as per item 1 above if the loss of, damage to, loss of contents of or delay in transport of Freight arises from reasons attributable to the Sender or the Recipient, from reasons which are not Operator's fault, from Freight's properties or from a force majeure event. The burden of proof that Freight has been damaged, lost or transported past the delivery time limit due to any of the said circumstances lies with the Operator.
3. The Operator is exempt from the liability referred to in item 1 above if the loss of, damage to or loss of contents of Freight has resulted from at least one of the following reasons:
 - 1) Dispatch of an item excluded from transport or accepted for transport under special requirements under an unclear name, an inexact name or a name inconsistent with reality; or Sender's failure to comply with such requirements
 - 2) Lack, insufficiency or defectiveness of the packaging of an item transported which is therefore exposed to damage because of its natural properties
 - 3) Particular susceptibility of an item to damage arising from defects or natural properties
 - 4) Loading, moving or unloading of an item by the Sender or

the Recipient

- 5) Transport of Freight that in accordance with the laws and regulations or the agreement should be monitored if damage has resulted from circumstances which should have been prevented by the person responsible for monitoring.
4. If, taking into account the circumstances of an accident, the Operator proves that the loss of, damage to or loss of contents of Freight could have occurred for any of the reasons referred to in item 3 above, it is assumed that such reasons indeed led to the said loss of, damage to or loss of contents of Freight.
5. The Operator shall not be held liable for the loss of contents of Freight whose weight and quantities were not verified by the Operator if such Freight is delivered without any signs of tampering with it, and if delivered in a closed means of transport – also with unbroken seals put by the Sender, unless the Beneficiary proves that any contents got lost in a period of time from the acceptance of such Freight for transport until its delivery.
6. If Freight was delivered to its place of destination in an intact transport container sealed by the Sender and with intact seals, it is assumed that no damage to or loss of contents of Freight occurred during transport.
7. For Freight that loses its weight due to its natural properties, the Operator shall be held liable only for that part of contents lost which exceeds the standards in this regard defined as per the applicable laws and regulations or as per the generally acceptable standards, except if the foregoing did not result from circumstances that justify the application of such standards.
8. If damage arises only partially from circumstances for which the Operator is responsible, its liability is limited to an extent in which such circumstances led to said damage.
9. Freight which has not arrived at its place of destination indicated in the Bill of Lading within 30 days from the lapse of the transport deadline is deemed lost.
10. Upon Beneficiary's request, the Operator shall indicate in a Bill of Lading the impossibility of delivery of Freight after the lapse of the time limit referred to in item 9 above unless Freight was earlier considered to be irreversibly lost.
11. If Freight is found within a year from the compensation payment date, the Operator should immediately notify it to the Beneficiary.
12. Within 30 days from the notification receipt date as per item 11 above, the Beneficiary may request that Freight be handed over to the Beneficiary at a freight dispatch centre upon return of the compensation paid by the Operator. In such a case, the Beneficiary may still pursue its claims for late delivery.
13. If Freight is found after a year from the compensation payment date or if the Beneficiary has not made a relevant request within the time limit referred to in item 12, such Freight is disposed of.
14. The Operator shall be held liable for damage resulting from the non-performance or improper performance of a request to amend the transport agreement unless:
 - 1) The request cannot be accommodated
 - 2) Compliance with the request would hinder business operations
 - 3) Compliance with the request would infringe the applicable laws and regulations
 - 4) The special requirements in that regard have not been met.The Operator should notify the Beneficiary of the impossibility to

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- accommodate the request as soon as possible.
15. The Operator shall be held liable for damage resulting from the loss of, failure to use or improper use of the documents listed in the Bill of Lading as well as any documents attached thereto or filed with the Operator unless the Operator is not at fault.
 16. The Sender shall be held liable for damage resulting from the following:
 1. Provision of representations and warranties which do not correspond to the reality, which are inaccurate, insufficient or put in a wrong place in a Bill of Lading or in other form; in addition, the Sender shall be held liable for the lack, incompleteness or incorrectness of documents required as per the special regulations
 2. Defects in Freight, lack of packaging or inadequate packaging or improper performance of loading activities.
 17. The Sender of Freight transported by road shall bear all the costs that could be borne by the Operator due to inaccuracy or insufficiency of data referred to in item 16.1 above.
 18. The Sender shall also bear the costs of handling Freight if information on its weight provided in a corresponding Bill of Lading does not correspond to the reality.
 19. The Sender or the Recipient respectively shall be held liable for damage to Operator's property arising in handling, loading, and unloading.
 20. A claim for damage to or loss of contents of Freight shall expire if said Freight is delivered and accepted without reservations unless:
 - a) Damage was reported in writing prior to collecting and accepting Freight by the Recipient
 - b) Damage could not have been reported through Operator's fault
 - c) Loss of contents of or damage to Freight resulted from Operator's gross negligence or intentional fault
 - d) Damage which was not visible from the outside was reported by the Recipient after collecting and accepting Freight, as well as requested within 7 days to establish its condition and proved that such damage occurred in a period of time between the acceptance of such Freight for transport and its delivery.
 21. If prior to handing over Freight any damage to or loss of contents of such Freight, the Operator shall immediately report its condition and circumstances of damage occurrence in writing. The Operator shall carry out the foregoing also upon Beneficiary's request if it claims that Freight has been tampered with.
 22. The condition of Freight is established in writing in the form of a report during or past transport in order to define an extent of damage if such Freight has been tampered with.
 23. Tampering with Freight shall mean any decrease in its value due to irregularities or negligence in a period of time from its acceptance for transport until its delivery to the Beneficiary.
 24. The Operator shall immediately begin to inspect and establish the condition of Freight upon Beneficiary's request, but also if:
 - 1) The Operator finds any signs that Freight, a transport container or a means of transport (seals, fasteners, walls, floor or roof) has been tampered with
 - 2) The Operator suspects any damage to or loss of contents of Freight.
 25. The Operator shall notify the Beneficiary of its beginning to inspect and establish the condition of Freight. The Beneficiary may participate in an inspection of and establishment of the condition of Freight also if it is carried out not upon Beneficiary's explicit request. In such a case, the Beneficiary also needs to sign a Freight Condition Report.
 26. A Freight Condition Report shall include in particular the following information:
 - 1) Original condition of Freight and its value as per the transport document
 - 2) Description of how Freight, the transport container or the means of transport has been tampered with
 - 3) Extent of tampering, including any loss of contents, weight or volume of Freight
 - 4) Probable time when and place where Freight has been tampered with
 - 5) Possible causes of tampering with Freight
 - 6) Other circumstances of tampering with Freight.
 27. If the condition of Freight is established after its handover, then a Freight Condition Report also needs to include information on when it was discovered that said Freight has been tampered with.
 28. A Freight Condition Report should be drawn up in the presence of the Beneficiary, and if it is impossible to request the Beneficiary to be personally present when drawing it up or if the Beneficiary fails to arrive in an agreed time, the Operator shall draw it up in the presence of people appointed and invited for that purpose by the Operator itself.
 29. If after handing over Freight any loss of contents of or damage to such Freight is discovered that could not have been spotted upon delivery, the Operator shall establish the condition of such Freight upon Beneficiary's request made immediately upon discovery of such damage or loss of contents, though not later than within 7 days of the takeover of said Freight.
 30. A Damage Report is to be signed by people present during the process of establishing the condition of Freight. If the Beneficiary does not agree with a Damage Report, it may include there a reservation with justification; should the Beneficiary refuse to sign the Damage Report, the Operator mentions this fact in it and describes the reasons for such refusal. The Beneficiary shall receive a copy of a Damage Report free of charge.
 31. If a report drawn up upon Beneficiary's request does not mention any damage to Freight or mentions only damage already discovered by the Operator, the Beneficiary shall bear costs as per the relevant and applicable Price List.
 32. If there are difficulties in determining information on time, type, extent or causes of damage, such information will be determined by an assessor appointed by the Operator in agreement with the Beneficiary.
 33. Claims for failure to provide or improper provision of a Transport Service shall expire upon the lapse of a year.
 34. Claims for late delivery without causing any damage to or loss of contents of Freight shall expire upon the lapse of 2 months of the handover of such Freight.
- § 24.
COMPLAINING ABOUT A POSTAL SERVICE**
1. In the event of failure to provide or of improper provision of a Postal Service, the following parties may file a complaint:
 - 1) The Sender

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- 2) The Recipient – if the Sender waives its right to pursue claims or if a Postal Parcel is delivered to the Recipient.
 2. A complaint about a Postal Service may be filed:
 - 1) For damage to or loss of contents of a Postal Parcel:
 - a) Directly upon the receipt of a damaged Postal Parcel or a Postal Parcel with any of its contents lost if a Damage Report was drawn up then
 - b) After the receipt of a Postal Parcel – if directly upon its receipt there was drafted a written report of damage to or loss of contents of the Postal Parcel or a Damage Report referred to in letter a above
 - c) Within a time limit referred to in the third sentence of § 22.5 of these Terms and Regulations in the event of damage to or loss of contents of a Postal Parcel discovered after the receipt of the Parcel which could not have been spotted from the outside
 - 2) For loss of a Postal Parcel, the next day following a date when the undelivered Parcel is deemed lost, as per § 22.6 hereof
 - 3) For late delivery of a Postal Parcel with a guaranteed delivery date – not earlier than the next day following the guaranteed delivery date.
 3. A complaint may be filed not later than within 12 months from the dispatch of a Postal Parcel.
 4. A complaint about failure to provide or improper provision of a Postal Service filed prior to the lapse of the time limits referred to in items 2.2 and 2.3 above or after the lapse of the time limits referred to in items 2.1 and 2.3 above will not be addressed and the Operator will notify that to the complaining party as soon as possible.
 5. A complaint may be sent electronically via a complaint form available on the Operator's website, at: <http://swiatprzesylek.pl> or in writing, at: SP Express Sp. z o.o., seated at Nowowiejska St. 17, 48-303 Nysa, with a note "Reklamacja" (Complaint).
 6. Any complaints filed in a form different than specified above will not be addressed and the complaining party will be notified thereof.
 7. Every complaint filed is assigned a unique ID which needs to be communicated by the complaining party in subsequent correspondence related to a given complaint.
 8. Only one complaint may be filed in respect of a specific Postal Service.
- h) Signature of the complaining party if the complaint is filed as a letter or identification data of the complaining party if the complaint is filed by phone or electronically
 - i) Complaint date
 - j) List of enclosed documents
 - k) Phone number of the complaining party and its email address.
 2. A complaint filed via a channel different than electronically needs to have the following documents attached together with a note on an envelope presenting the ID of the complaint if already assigned:
 - a) The original of a document confirming the dispatch of a Postal Parcel or original dispatch confirmation for a Postal Parcel – for inspection
 - b) Waiver of the right to pursue claims – in the event of transferring the Sender's rights to the Recipient
 - c) Copy of a Damage Report drawn up by the Operator directly upon the receipt of a damaged Postal Parcel or a Postal Parcel with any of its contents lost – in the event of its receipt by the Recipient; or declaration of the receiving party about any damage to or loss of contents of the Postal Parcel submitted directly upon its receipt
 - d) The packaging of a damaged Postal Parcel if the Operator requests it or a photos of the packaging of the damaged Postal Parcel with the content and security used
 - e) Declaration of discovery of non-visible damage to or loss of contents of a Postal Parcel within a time limit referred to in § 22.5 of these Terms and Conditions
 - f) Description of circumstances and confirmation of dispatch or delivery of a Postal Parcel
 - g) Other documents requested by the Operator during the complaint handling procedure which are required for efficient and duly examination of the complaint, in particular documents allowing for establishing the normal value of a lost, damaged or destroyed Postal Parcel or a Postal Parcel with any of its contents lost, e.g. invoices.
 3. A complaint filed in a form other than the written one should contain information referred to in item 1 above as well as a date and a place of dispatch of a Postal Parcel.
 4. A complaint filed electronically needs to have scans of the documents referred to in item 2 above attached. If it is required for the adequate examination of a complaint, the Operator may request the originals of the aforementioned documents.
 5. The originals of such documents are returned to the complaining party upon receipt, at any time and upon its request. If the complaining party does not make such a request, the Operator will return said originals after the completion of the complaint handling procedure at the latest.
 6. A notification of failure to provide or of improper provision of a service without a claim for damages is also considered to be a complaint.
 7. In order to clarify and address a complaint or a claim for damage, the Operator may request an Authorised Person, the Sender or the Recipient to provide information, explanations and relevant documents required to address the complaint in an efficient and duly manner.

§ 25.

FORMAL REQUIREMENTS FOR COMPLAINTS ABOUT A POSTAL SERVICE

1. A complaint shall contain at least the following information:
 - a) Name and last name of the Sender or the Recipient and its address for correspondence or registered address of the Sender or the Recipient
 - b) Subject of the complaint
 - c) Type of a Postal Parcel being the subject of the complaint
 - d) Date and place of dispatch of a Postal Parcel
 - e) Number of a dispatch confirmation document (Label) or number of a Postal Parcel in the case of a Certified Parcel
 - f) Justification of the complaint
 - g) Amount of compensation if the complaining party requests it

§ 26.

POSTAL SERVICE COMPLAINT HANDLING PROCEDURE

1. By accepting a complaint filed in person, the Operator

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acknowledges its acceptance together with enclosed documents, including through making an appropriate note on a proof of dispatch of a Postal Parcel.

2. If a complaint is filed electronically, the Operator shall immediately send a confirmation of its receipt electronically.
3. Filing a complaint electronically with the complaining party's email address shall mean consent to be sent any requests, notifications, and responses to the complaint or information on an appeal via means of electronic communication to the email address indicated by the complaining party.
4. The Operator shall address a complaint immediately, but not later within 30 days from its receipt. This time limit begins to run upon filing a complaint in a duly manner by the complaining party together with all the required documents.
5. The time limit specified in item 4 above is deemed met if the Operator sent its response to the complaint within that time limit.
6. If a complaint does not comply with the formal requirements referred to herein, the Operator – as long as it finds it necessary to address the complaint in a duly manner – shall request the complaining party to comply with them within 7 days of the date of such a request or else the complaint will not be addressed. A request should include an instruction on which requirements still need to be met, by when they should be met, and on consequences of failure to meet them within the specified time limit.
7. The time limit referred to in item 7, i.e. a period of time beginning on the date of a request to comply with the remaining formal requirements for a complaint and ending on such compliance by the complaining party, is not included in a deadline for addressing a complaint.
8. A complaint filed by an unauthorised person is deemed not filed and the Operator shall notify that to the complaining party as soon as possible, informing the complaining party at the same time of a possibility to file a complaint by an authorised person.
9. Should a complaint be filed in person and should the complaining party refuse to consent to being sent any requests, notifications, and responses to a complaint or information on an appeal via means of electronic communication, then the foregoing are to be sent via Certified Parcel.

§ 27.

RESPONSE TO A COMPLAINT ABOUT A POSTAL SERVICE

1. A response to a complaint shall include the following:
 - 1) Name of the Operator, and if the Operator appointed a competent body to address the complaint – name of that body
 - 2) Legal basis for the complaint
 - 3) Decision to accept or dismiss the complaint in full or in part
 - 4) If damages have been awarded – amount of damages and information on a payment method and time which may not exceed 30 days of the acceptance of the complaint
 - 5) Information on the right to appeal, indication of an address to which an appeal should be submitted, and information on the possibility of earlier pursuit of the claims referred to in the Postal Law, i.e. prior to exhausting all the complaint measures of second instance, in court proceedings
 - 6) Data of an Operator's employee, including his or her position, identifying him or her as a person authorised to respond to the complaint.

2. In addition, a response to a complaint should include the following:
 - 1) Factual and legal justification of possible refusal to accept the complaint in full or in part
 - 2) A reason for seizing a Postal Parcel if the complaint is about a Postal Parcel seized by the Operator in the situations listed in Art. 36.2 of the Postal Law, i.e. when it is reasonably suspected that the Postal Parcel constitutes an object of a crime or its contents poses a threat to people or the environment.

§ 28.

APPEAL AGAINST THE DISMISSAL OF A COMPLAINT ABOUT A POSTAL SERVICE

1. Should a complaint be dismissed in full or in part, the complaining party may appeal against such a decision to the Operator within 14 days of the date of the response to the complaint; if said time limit is not met, the appeal will not be allowed. The Operator shall notify the complaining party of dismissal of its appeal as soon as possible.
2. The Operator shall immediately consider an appeal and notify the complaining party of its decision not later than within 30 days of the appeal date. § 26.1–2, § 26.5, § 27.1.1–4, §27.1.6, and § 27.2.1 of these Terms and Conditions apply accordingly.
3. A decision referred to in item 1 should also inform about all the complaint measures having been exhausted as well as about the right to pursue the claims referred to in the Postal Law in court proceedings.

§ 29.

CONSEQUENCES OF OPERATOR'S FAILURE TO RESPOND TO A COMPLAINT ABOUT A POSTAL SERVICE

Failure of the Operator to respond to a complaint or an appeal within an agreed time limit shall mean that the complaint has been accepted or that the appeal has been allowed.

§ 30.

DAMAGES FOR FAILURE TO PROVIDE OR FOR IMPROPER PROVISION OF A POSTAL SERVICE

1. In the event of a failure to provide or of improper provision of a Postal Service there may be awarded damages for the following:
 - a) Loss of, damage to or loss of contents of a Postal Parcel which is not a parcel with correspondence – up to the normal value of lost or damaged items
 - b) Loss of, damage to or loss of contents of a Postal Parcel with a declared value – up to an amount requested by the Sender, but not higher than the declared value of the Parcel, subject to items 4 and 5 below and § 41 of these Terms and Conditions
 - c) Loss of a Postal Parcel with correspondence – up to ten times the service fee, but not lower than five times the fee for making a Letter a Registered Parcel as per the standard services price list
 - d) Late delivery of a Postal Parcel past a guaranteed delivery date – up to maximum twice the service fee.
2. Damages are paid upon a request made in a complaint.
3. If a Postal Service is not provided, the Operator shall refund the full fee charged for the Postal Service regardless of any possible

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damages.

4. Should the declared value of a Postal Parcel exceed the normal value of a given item established as per item 5 below, there shall be awarded damages amounting to the normal value of the item.
5. If the Operator has any doubts as to whether the declared value of a Postal Parcel corresponds to its actual value, the value of the Postal Parcel is established as follows and in the following order:
 - a) Purchase price of an item included in a Postal Parcel confirmed by the Sender with a relevant invoice or receipt
 - b) Purchase price of an item included in a Postal Parcel resulting from a price list applicable as at the Parcel dispatch date or
 - c) Value of an item included in a Postal Parcel of the same type and kind at the place and time of their dispatch.
6. Should the Operator accept a complaint in which the complaining party sought damages, the Operator shall pay out the damages due not later than within 30 days of the complaint acceptance date.
7. If a person entitled to damages is an active VAT payer, then the damages due shall be paid as a net amount excluding VAT.

§ 31.

**RIGHT TO PURSUE CLAIMS FOR FAILURE TO PROVIDE OR FOR
IMPROPER PROVISION OF A POSTAL SERVICE IN COURT**

1. The right to pursue any of the claims referred to in these Terms and Conditions as part of court proceedings may be exercised regardless of whether all the complaint measures have been exhausted.
2. The complaint measures are considered to be exhausted if the Operator dismisses a complaint or fails to pay amounts sought within 30 days of the complaint acceptance date. It is not required to lodge an appeal against a decision to dismiss a complaint in order for the complaint measures to be deemed exhausted.

§ 32.

COMPLAINING ABOUT A TRANSPORT SERVICE

The Beneficiary may file a complaint with the Operator about failure to provide or improper provision of a Transport Service.

§ 33.

**FORMAL REQUIREMENTS FOR COMPLAINTS ABOUT A TRANSPORT
SERVICE**

1. A complaint shall be filed in writing.
2. A complaint shall contain the following:
 - 1) Name and last name (business name) and place of residence (registered seat) of the Operator
 - 2) Name and last name (business name) and place of residence (registered seat) of the Beneficiary
 - 3) Enclosed copy of a document regarding the transport agreement or data specified by the Operator which allow for the identification of the transport agreement entered into
 - 4) Justification of the complaint
 - 5) Damages requested (separately for every transportation document)
 - 6) Bank account number or address to which damages or other amounts requested are to be paid

7) Signature of the Beneficiary – if the complaint is filed in writing.

3. A complaint should have enclosed the original documents, taking into consideration the subject of a claim, regarding the transport agreement (the Bill of Lading in particular) as well as certified copies of other documents about the type and amount of the claim.
4. A complaint filed electronically or on paper shall be enclosed with the documents referred to in item 2.3 and item 3 above to be submitted electronically.
5. A complaint filed in person shall be enclosed with the documents referred to in item 2.3 and item 3 above to be submitted on paper or electronically.
6. A complaint may be sent electronically via a complaint form available on the Operator's website, at: <http://swiatprzesylek.pl> or in writing, at: SP Express Sp. z o.o., seated at Nowowiejska St. 17, 48-303 Nysa, with a note "Reklamacja" (Complaint).

§ 34.

TRANSPORT SERVICE COMPLAINT PROCEDURE

1. The Operator confirms to the Beneficiary that it received a complaint filed in the form referred to in:
 - 1) § 33.4 above – within 7 days of its receipt
 - 2) § 33.5 above – as soon as possible.
2. If it is necessary to address a complaint in a duly manner, the Operator may, not later than within 14 days of its receipt, request the Beneficiary to provide – in an agreed time limit, but not shorter than 14 days of receipt of the request – the original documents regarding the transport agreement or other documents about the type and amount of the claim, or their copies certified to be true copies of those originals. Such a request should inform that failure to provide said documents in an agreed time limit shall result in dismissing the complaint.
3. The originals of the documents referred to in item 2 above shall be returned to the Beneficiary on the date of a response to the complaint, at the very latest, via Certified Parcel within the meaning of the Postal Law.

§ 35.

RESPONSE TO A COMPLAINT ABOUT A TRANSPORT SERVICE

1. A response to a complaint should be produced as soon as possible, not later than within 30 days from the acceptance of the complaint by the Operator.
2. If a complaint filed does not comply with the requirements referred to in § 33, the Operator shall request the complaining party to comply with the remaining requirements within 14 days from the receipt of the request, informing the complaining party that failure to do so shall result in dismissing the complaint. Then, the date of receipt of a supplemented complaint by the Operator shall be deemed the date of filing the complaint.
3. A response to a complaint shall contain the following:
 - 1) Name and last name (business name) and place of residence (registered seat) of the Operator
 - 2) Decision to accept or dismiss the complaint
 - 3) Substantive justification for said decision with a legal basis for it if the complaint is dismissed (in full or in part)
 - 4) If damages are awarded – amount of damages awarded and

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- information on how and when the damages are to be paid
- 5) If a fee is to be refunded – amounts due and information on how and when they are to be paid
 - 6) Information on the right to appeal against the Operator's decision to a competent court of law
 - 7) Signature of the Operator.

§ 36.

**CONSEQUENCES OF OPERATOR'S FAILURE TO RESPOND TO A
COMPLAINT ABOUT A TRANSPORT SERVICE**

Operator's failure to respond to a complaint about a Transport Service in an agreed time limit shall result in accepting the complaint.

§ 37.

**DAMAGES FOR FAILURE TO PROVIDE OR FOR IMPROPER PROVISION
OF A TRANSPORT SERVICE**

1. Should the Operator fail to provide a Transport Service, the Operator is obliged – notwithstanding damages that may be sought – to refund transportation and other costs related to the transport of Freight:
 - 1) In full if such Freight is lost
 - 2) In a proportionate amount if any part of such Freight is lost
 - 3) In an amount corresponding to a percentage of a decrease in the value of a Postal Parcel resulting from damage if such Freight got damaged.
2. Operator's liability for failure to provide or for improper provision of a Transport Service consisting in late delivery either to the Sender or to a third party is limited to twice the transportation fee; and Operator's liability for damage consisting in a loss of benefits, profits or revenues, indirect damage, and damage arising from failure to accept Freight for transport is excluded unless the failure to provide or improper provision of the Transport Service is a consequence of a tort, of an Operator's deliberate fault or Operator's gross negligence. In such situations, the Operator shall be held liable as per the Civil Code.
3. Subject to § 41 of these Terms and Conditions, should the declared value of Freight exceed the normal value of a given item established as per item 4 below, there shall be awarded damages amounting to the normal value of the item.
4. If the Operator has any doubts as to whether the declared value of Freight corresponds to its actual value, the value of such Freight is established as follows and in the following order:
 - 1) Purchase price of an item included in Freight confirmed by the Sender with a relevant invoice or receipt
 - 2) Purchase price of an item included in Freight resulting from a price list applicable as at the Freight dispatch date or
 - 3) Value of an item included in Freight of the same type and kind at the place and time of their dispatch.
5. If a person entitled to damages is an active VAT payer, then the damages due shall be paid as a net amount excluding VAT.

§ 38.

**RIGHT TO PURSUE CLAIMS FOR FAILURE TO PROVIDE OR FOR
IMPROPER PROVISION OF A TRANSPORT SERVICE BEFORE A COURT
OF LAW**

1. The Beneficiary may pursue claims in a court of law for failure to provide or for improper provision of a Transport Service after all

the complaint measures have been ineffective and exhausted, whereas the Operator may pursue its claims after an ineffective call for payment sent to the debtor.

2. Complaints or calls for payment are deemed ineffective if the debtor failed to pay amounts due under the claim within 3 months from the delivery of the complaint or the call for payment.
3. The following claims may be filed by the following persons against the Operator under an agreement for transport of Freight:
 - a) Claim for a full or partial refund – by the Sender or the Recipient, depending on which one of them paid the fee to be refunded
 - b) Other claims under a transport agreement – by the Sender or the Recipient, depending on which one of them has the right to dispose of Freight
4. Claims under any other legal relationship discussed in the Transport Law or regulations based thereon – by a party to such a legal relationship.

§ 39.

**SPECIAL REGULATIONS ON COMPLAINING ABOUT INTERNATIONAL
PARCELS**

1. The provisions of this clause apply in addition to the formal requirements for complaining about a Postal Service or a Transport Service with regard to international Parcels.
2. Complaints filed by Senders or by Recipients authorised to do so need to be drawn up in Polish, English or French and to include all the elements required hereunder for the complaint about a Postal Service or a Transport Service to be allowed.
3. The Operator's liability for loss of or damage to (international) Freight or its part is regulated under the Convention on the Contract for the International Carriage of Goods by Road. The Operator's liability in such a case is limited to 8.33 SDRs per 1kg in accordance with the applicable conversion rate (SDR is an international unit of account created by the International Monetary Fund). In the event of a delay, if the Business Client is able to prove its losses arising therefrom, the Operator's liability shall be limited to refunding the transportation fee in full or in part, proportionately to a portion of (international) Freight that was delivered late.
4. If Transport Services are provided in or through a country which is not a party to the Convention on the Contract for the International Carriage of Goods by Road, then the relevant provisions of international agreements between the Republic of Poland and that country apply; and if there are no such agreements or when they allow for choosing applicable law, then the provisions of the Transport Law and of the Convention on the Contract for the International Carriage of Goods by Road shall apply to a required extent.
5. An undelivered (international) Postal Parcel is deemed lost, and a related Postal Service is deemed not provided, if the Parcel, a Failed Delivery Notification or a notification of its availability for collection has not been delivered within 60 days from its dispatch/acceptance by the Operator. A complaint about the loss of a(n) (international) Postal Parcel may be filed not earlier than after 60 days from its dispatch.
6. A Service is deemed to be provided improperly in the event of:
 - a) Damage to or loss of contents of a Parcel
 - b) Provision of the Service contrary to an order and the Postal

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Law or the Convention on the Contract for the International Carriage of Goods by Road and the Transport Law (depending on whether it is a Postal Service or a Transport Service).

7. A claim for improper provision of a Postal Service shall expire upon collecting and accepting a(n) (international) Postal Parcel without reservations unless damage to or loss of contents of the (international) Postal Parcel, which was not visible from the outside, was discovered only after collecting and accepting the (international) Postal Parcel and reported in the form of a claim against the Operator – not later than within 7 days from its collection and acceptance – and it was proved that such damage to or loss of contents of the (international) Postal Parcel had occurred in a period of time from the Operator’s acceptance of the (international) Postal Parcel for transport until its delivery to the Recipient.
8. A claim for damage to or loss of contents of (international) Freight shall expire if said (international) Freight is delivered and accepted without reservations unless:
 - a) Damage was reported in writing prior to collecting and accepting (international) Freight by the Recipient
 - b) Damage could not have been reported through Operator’s fault
 - c) Loss of contents of or damage to (international) Freight resulted from Operator’s gross negligence or intentional fault
 - d) Damage which was not visible from the outside was reported by the Recipient after collecting and accepting (international) Freight, and the Recipient requested within 7 days to establish its condition and further proved that such damage occurred in a period of time between the acceptance of such (international) Freight for transport and its delivery.
9. Force majeure events understood as external events which are impossible or hardly possible to foresee, whose consequences cannot be prevented; in particular, forces of nature (earthquakes, hurricanes, floods), riots, general strikes, military and state operations (bans on import or export, border and port blockades, expropriation) exclude the Operator’s liability for failure to provide or for improper provision of a service related to an International Parcel. In such a situation, the Operator is obliged to prove the occurrence of a force majeure event that led to the failure to provide or improper provision of the Service.

**§ 40.
PERSONAL DATA**

1. The controller of personal data of natural persons using services referred to in these Terms and Conditions is SP Express Sp. z o.o., seated at Nowowiejska St. 17, 48-303 Nysa, Data are processed exclusively for the purpose of entering into an agreement and providing a required Service; however, upon explicit consent of the Business Client, such data may be processed for marketing purposes as well. Natural persons who disclose their personal data have the right to access, rectify, correct or delete them.
2. Disclosure of data is voluntary, but should you fail to disclose necessary data to provide a Service, an agreement may not be entered into. The Operator ensures that Sender’s or Recipient’s personal data disclosed to it will be processed exclusively to properly provide a Service referred to in these Terms and

Conditions, as per Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, and as per the Polish Personal Data Protection Act of 10 May 2018 (Dz.U. of 2018, item 1000, as amended) as well as for other purposes if the data subject has agreed to them.

3. By disclosing his or her personal data, the Sender agrees to their processing by the Operator, its Partners, and companies handling, sorting, and delivering a Parcel abroad to deliver the Parcel, including to comply with the obligations resulting from the Bill of Lading or the air waybill. In particular, the Sender consents to the Operator, its Partners or aforementioned companies disclosing information about a Parcel, including personal data, to customs authorities if that is required to customs clear it, but the customs authorities may save and use such data for customs clearance and security reasons, as per the customs clearance requirements. In addition, the Sender consents to the Operator, its Partners or aforementioned companies disclosing personal data for the aforesaid purposes to people assisting them with handling, sorting, and delivering the Parcel as well as confirms that the same applies to Recipient’s data. As far as Recipient’s or third party’s data disclosed by the Sender with respect to a Parcel, the Sender ensures that it complies with the applicable data protection laws and regulations, including that it has obtained all the required permissions and approvals for disclosure of such data to the Operator or its Partners as well as for their processing by the Operator and its Partners in order to handle, sort, and deliver the Parcel.
4. As part of handling, sorting, and delivering a Parcel, the Operator has the right to use the services of Partners or other forwarding companies and to provide them with data in order for them to comply with their obligations associated with that Parcel. The Operator emphasises that as part of the provision of the Services it may collaborate with postal operators or other economic operators which are companies incorporated i.a. in the United States of America which have branches all over the world. As part of handling, sorting, and delivering a Parcel by the aforementioned companies, personal data of Senders and Recipients may be transferred to the USA and other countries that do not belong to the European Economic Area where different personal data protection laws and standards may apply. By sending a Parcel to the USA and other countries that do not belong to the European Economic Area, the Sender consents to personal data being transferred to such countries.

**§ 41.
PARCEL INSURANCE**

1. Subject to item 2 and item 4 below, all Parcels dispatched via the Operator are covered by insurance to amount 500 PLN. Operator’s liability for loss, decrease or damage to the Parcel is limited to the amount of insurance referred above or determined in the manner specified in item 4 below.
2. The insurance does not cover Letters (Ordinary letters) not being Registered Parcels, and also Parcels with correspondence and Advertising Parcels. In addition, the insurance does not cover postal items containing items described in § 12 item 2(a) of these Terms and Conditions, as well as Parcels incomplete or damaged.
3. The Sender, when ordering the performance of the Postal Service or Transport Service, concludes that he has read the Terms and

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Conditions of the Insurance Contract (GTC) provided on the Operator's website at <http://swiatprzesylek.pl> and accepts them as applicable to the Service.

4. A separate agreement with a Business Client may set different insurance options than those indicated in item 1 above.

1. General Price List for Domestic and International Services
2. Information Guide
3. Template for a Mail Dispatch Register
4. Template for a Bill of Lading

§ 42.

EXCLUSION OF LIABILITY AND OTHER DETAILED REGULATIONS

1. The Operator shall not be held liable for opportunity costs resulting from loss of, damage to or late delivery of a Parcel.
2. The Operator shall not be held liable for damage caused late delivery or non-delivery of a Parcel resulting from filling in a Bill of Lading or a Label incorrectly or illegibly or entering incorrect data in the Application. After printing the Bill of Lading or a Label or entering data in the Application, the Sender is obliged to verify the correctness of the given data. The effects of providing data in an improper or illegible manner shall be exclusively borne by the Sender.
3. The Business Client shall be held financially liable for any additional costs, customs charges and taxes, financial penalties, and losses of the Operator arising from the Business Client breaching these Terms and Conditions or the applicable laws and regulations.

§ 43.

FINAL PROVISIONS

1. As of their effective date, these Terms and Conditions shall also apply to agreements entered into prior to their effective date.
2. The Business Client may not set off any claims against any amounts payable to the Operator. In addition, the Business Client may not transfer its amounts payable to the Operator to a third party.
3. To matters related to Postal Services not governed herein there apply the Polish Postal Law and the Regulation of the Minister of Administration and Digitisation dated 26 November 2013 on Complaints about Postal Services (Dz.U. of 2013, item 1468, as amended).
4. To matters related to Transport Services there apply accordingly the Transport Law and the Regulation of the Minister of Transport and Construction dated 24 February 2006 on Establishing the Condition of Parcels as well as on Complaint Handling Procedure (Dz.U. of 2006 No. 38, item 266, as amended); and for (international) Freight – there also applies the Convention on the Contract for the International Carriage of Goods by Road.
5. To other matters not governed herein there apply the generally applicable laws and regulations, and the Polish Civil Code in particular.
6. The Operator shall notify any amendments hereto at its website <https://en.sp.express/> at least 14 days prior to the effective date of new Terms and Conditions.
7. These Terms and Conditions shall enter into force on 31 July 2019. As of that date, the terms and conditions of 01 June 2019 are invalid.

Appendices: