

§ 1.

These Rules and Regulations („Regulations“) concerning dispatch and delivery of domestic services define the principles of co-operation between DPD Polska sp. z o.o. together with persons engaged by DPD Polska sp. z o.o. to perform the service and its agents, hereinafter referred to as DPD, and its clients referred to as the Customer and between DPD and Recipients concerning dispatch and delivery of domestic parcels. Rules and Regulations as well as Price Lists are available in DPD depots and are also published on the website www.dpd.com.pl. The Customer declares that he was presented with these Rules and Regulations and that he has read them before submitting the parcel to DPD to be dispatched.

§ 2.

1. DPD renders carriage or postal courier services („Services“) with guaranteed delivery time within the entire territory of the Republic of Poland, within the scope of the Agreement, these Regulations, Specific Terms of Service and price lists which are currently in force. Guaranteed times of delivery of postal courier services are specified in Specific Terms of Service.

2. Postal courier services rendered by DPD consist solely in collection, sorting, carriage and delivery of courier consignments on the basis of the Agreement and are subject to Postal Law of 23rd November 2012 („Postal Law“ Journal of Laws of 2022, item 896). Such parcels include all registered letters (hereinafter referred to as parcels containing correspondence) or parcels of weight of up to 20,000 g and dimensions (length, width, height) not exceeding 3,000 mm, with the longest dimension not exceeding 1,500 mm.

3. DPD does not render postal services for parcels other than courier consignments sent under the Agreement, specified in item 2 above. DPD is not a designated operator or a public carrier and, upon its discretion, reserves the right to refuse this service with respect to consignments referred to it for service.

4. Carriage services are rendered by DPD under the Agreement and on the basis of the Carriage Law of 15th November 1984 (i.e. Journal of Laws of 2020 item 8, as amended), in connection with parcels with weight and dimensions that do not meet the criteria of courier shipments specified in point 2 above, for which the place of sending and receiving is located on the territory of the Republic of Poland.

a) At least one dimension exceeds 2000 mm or

b) The sum of dimensions exceed 3000 mm for the length and the largest circumference other than the length.

5. The term „agreement“ means an agreement for postal courier services or carriage services, which is concluded by means of a waybill. The agreement may also be executed on the basis of a co-operation agreement.

6. The term „consignment“ means one or more parcels dispatched at the same time from the same place to one Consignee identified by the address and the Consignee name, on the basis of one waybill or an equivalent shipment document. The waybill or an equivalent shipment document as well as the handover protocols – also those generated in an electronic form, shall be hereinafter referred to as „Waybill“.

7. The term „parcel“ means an item, items or correspondence which constitute one element of the consignment.

8. The term „Consignor“ means the Customer, if the Customer sends the consignment or a natural person, legal person or an entity without legal personality other than the Customer, authorised by the Customer to send the consignment.

9. DPD renders services with respect to consignments of value not exceeding PLN 1000 unless the Agreement states otherwise. Rendering services with respect to consignments exceeding PLN 1000 (particularly valuable consignments) is possible only provided that the Customer meets the additional conditions specified in § 5 item 2 of the Regulations, unless the Agreement states otherwise.

§ 3.

1. Unless the Parties agreed otherwise, the DPD waybill currently in force constitutes the proof of entering into an Agreement. By signing the waybill, the Customer or the Consignor confirms its selection of the service, consistency of the declared information with the actual state as well as knowledge of the Regulations herein, which becomes binding to him upon signing of the Agreement.

2. DPD may use electronic devices to confirm dispatch or delivery of the consignment. By entering into the Agreement, the Customer and the Consignor acting on its behalf (not the Customer) accepts the confirmation of dispatch or delivery which consists in the Consignor or the Consignee placing their signature on the electronic device, which will store the image of such signature. Placing the signature on the electronic device by the Consignor or the Consignee constitutes a sufficient proof of dispatch or delivery of the consignment. The Customer and a Consignor acting on its behalf (not the Customer) shall accept a printout from the electronic device as proof of dispatch and shall not make complaints with respect to such form of proof, the reason being that his signature or the signature of the Consignee was obtained and stored on an electronic device.

§ 4.

1. The Consignor is obliged to pass the consignment to DPD in a condition enabling its undisturbed carriage and delivery without shortage or damage and in adequate packaging, appropriate for protection of the contents and ensuring safety of other parcels. DPD shall not be held responsible for damage caused by dispatch of a parcel by the Consignor in a condition which prevents undisturbed carriage and delivery without shortage or damage or in packaging inadequate to appropriate protection of content or not ensuring safety of other parcels, especially if the Customer has not declared the parcel contents, subject to provisions of par 15 item 5 herein.

2. Parcels, which require packaging due to their properties or content must be provided by the Customer or the Consignee in packaging. The packaging should:

a) Be closed and secured by sufficient means such as self-adhesive tape, leaden seals or wax seals;

b) Be sufficiently resistant and leakproof and secure the parcel adequately to its contents;

c) Prevent access to its contents without leaving visible marks;

d) Be marked if required by the properties or contents of the parcel, by signage such as „Attention. Glass!”, „Up/down”, „Do not overturn”, etc.;

e) Not contain protection measures which could damage the said parcel or other transported consignments;

f) Meet the criteria described in the Agreement and Price lists.

3. The packaging and protection is included in the weight of the consignment.

4. Should the Customer order DPD to perform a COD service, DPD shall be obliged to collect the money due from the Consignee indicated by the Customer in return for the delivered consignment.

5. The amount to be collected is specified by the Customer and entered in the relevant box on the waybill, which is an integral part of the consignment.

6. The amount to be collected for one parcel shall not exceed PLN 15000 when a co-operation agreement is signed, and PLN 5000 in other cases.

7. Should the Consignee refuse to pay the amount to be collected, the parcel is not handed over to him. In such event DPD retains the right to remuneration as if the parcel was delivered. DPD shall inform the Customer of the refusal to pay by the Consignee and the Customer shall provide further instructions with respect to the parcel.

8. The money is collected from the Consignee in Polish zloty, by cash or any other legally accepted means which are made available by DPD.

9. DPD undertakes to settle the accounts with the Customer regarding collected amounts for parcels delivered during the entire week (Monday – Sunday) on the fourth working day of the following week. Settling the accounts means placing a bank transfer order in Polish zloty by DPD to the Customer’s bank account. The Customer is obliged to provide a correct and clear number of the bank account and the amount to be collected without any crossing out, corrections or erasures under the penalty of relieving DPD from the responsibility for any damage incurred for such reasons. The Bank account mentioned above shall be held by the Customer and be held in Poland. In the event of any discrepancies, especially in identification data of the account holder (the Customer) may result in lack of settlement, for which DPD shall not be responsible.

10. In order to avoid ambiguities, the Parties mutually agree that COD services rendered by DPD do not constitute a money order within the meaning of the Payment Services Act of 19 August 2011. While performing the COD delivery services DPD carries out this activity for and on behalf of the Customer, and such activity aims at conclusion of a separate civil law agreement between the Customer and the Consignee.

11. The Customer declares that the execution of the COD service contracted by him to DPD does not breach the provisions of the Law on Preventing and Fighting Money Laundering and Financing of Terrorism of 1 March 2018, and especially that the amounts collected do not constitute asset values from illegal or undeclared sources.

§ 5.

1. The Customer or Consignor acting on its behalf warrants that the contents of each consignment have been properly declared, described on the waybill and are suitable for transport. To avoid ambiguities it is assumed that all parcels sent under one waybill constitute one consignment.

2. In the event of particularly valuable consignment, the Customer or the Consignor acting on its behalf (not the Customer) is obliged to declare its actual value on the waybill, whereas a particularly valuable consignment means a consignment exceeding the value of 1000 PLN. Furthermore the Customer is obliged to make an additional payment to DPD for additional protection of particularly valuable consignments („additional protection”), on the basis of a received invoice. Within the additional payment DPD provides insurance of the consignment to the amount declared on the waybill. Such consignment is covered by insurance from the moment of declaration of its value on the waybill provided the Customer covered the cost of additional protection.

Should the Customer or the Consignor acting on its behalf fail to declare the value of the parcel in the way described above, it is assumed that the consignment is not classed as a particularly valuable consignment and especially that its actual and total value does not exceed the amount of PLN 1000 in any case. Provisions of this paragraph do not apply to Customers who are consumers within the meaning of art 221 of the Civil Code within the scope which could breach their rights granted by common legal regulations.

3. Provisions of item 1 and 2 apply unless the Agreement between DPD and the Consignor states otherwise.

§ 6.

1. DPD refuses to enter into an Agreement or may withdraw from performing the service after the Agreement has been entered into, if the Customer or Consignor is in breach of the Regulations, especially if:

a) The consignment contains items that are dangerous or likely to cause damage to persons or property, including in particular: flammable, explosive or radioactive materials, corrosive or malodorous substances, weapons and ammunition;

b) The consignment contains narcotics, medicines or psychotropic drugs, psychoactive substances, including so called designer drugs, with the exception of items sent for scientific or medical purposes by institutions authorized to do so by law;

c) The consignment contains live plants and animals;

d) The consignment contains tobacco (excluding electronic cigarettes), alcohol or other goods covered by excise duty, food excluded from the legal regulations or requiring special means and transport;

e) The consignment contains corpses, human or animal remains;

f) The consignment, on its packaging or in the visible part of the contents the inscriptions or drawings infringing goods protected by the law;

g) Consignments which due to their properties prevent the implementation of the service using the carriage means and tools;

h) The consignment contains works of art, antiques,

jewellery, precious stones and metals in any shape or form, currency, transferable securities, identification documents, documents confirming identity or entitlements, vouchers, certificates or any other negotiable values;

i) The consignment contains tender documents, unless the Parties agreed otherwise

j) The consignment cannot be transported by virtue of generally applicable laws, legal regulations foresee limitations applicable in connection with carriage of such consignment or require particular carriage conditions and procedures for such consignment;

k) The consignment contains items listed on www.dpd.com.pl;

l) The consignment is packed in a way which may stain or otherwise damage other consignments;

m) The parcel contains documents packed in improper transport packaging (i.e. a foil pack);

Contents of consignments listed in points a)-l) are excluded from postal carriage, unless the Agreement provides otherwise.

2. Should the Customer or Consignor be in breach of provisions of point 1, the Customer shall pay a penalty in the amount of five times the amount due to DPD for carriage of the consignment. DPD is entitled to deduct the receivables in connection with the above penalty together with the Customer's liability under the Agreement. Should the items listed in point 1 be accepted by DPD for carriage, DPD's liability in connection with such carriage is excluded.

3. Payment of the penalty described in point 2 does not exclude DPD's right to claim compensation exceeding its amount on a general basis.

§ 7.

DPD has the right to refuse the service if:

a) Performance of service is impossible due to force majeure or natural disaster;

b) The parcel has not been properly secured by the Consignor;

c) There is a justified suspicion that the declared contents, value, dimensions and/or weight are not consistent with the actual state

d) Performance of the service would violate mandatory legal regulations.

§ 8.

The Customer acknowledges that if a justified assumption arises that actions have been taken in spite of these Regulations or provisions of the common law, DPD will immediately notify the relevant authorities and will withhold and secure the consignment until it is inspected by such authorities.

§ 9.

1. Before accepting the consignment for carriage, DPD may request that the Consignor opens it in order to check whether the consignment is consistent with the declarations on the waybill, especially if the declared value reflects the actual value and if the consignment is not subject to exclusions from service and to check the protection inside the packaging.

2. If there is a justified suspicion that movement of the

consignment may cause damage to other consignments or DPD's property, DPD may request that the Customer or Consignor open the consignment and if such request is impossible or was ineffective, it may secure the consignment at its own cost in a way which provides safety of services rendered.

§ 10.

A consignment which does not meet the requirements of § 4 may be accepted for carriage provided that the Customer or Consignor assumes full responsibility for any damage or loss to the contents of the consignment or other consignments during carriage and also for the delay caused by the need of securing or repacking the consignment.

§ 11.

1. The Customer or the Consignor is obliged to place a full, legible address without erasing or crossing out on the waybill. The address must contain most of all the post code which is the a prerequisite for correct shipment. Should DPD accept a consignment for shipment despite failure to meet the above obligation, DPD shall not be held responsible for any non-delivery or delayed delivery of the consignment and for any damage resulting from such delay.

2. The consignment is delivered to the addressee's own hands, if appropriately marked on the waybill. In other cases delivery to an adult member of the household or another authorised person is considered to be effective and appropriate.

§ 12.

The fact of accepting a consignment for shipment by DPD does not justify the assumption that the contents are in line with the provisions of these Regulations or Specific Terms of Service.

§ 13.

1. Unless the Parties agree otherwise, the consignment shall be received from the Customer on the basis of a properly completed DPD's waybill which specifies: the name of the company or the name of the Consignor and the Consignee, the Customer's identification number, weight of the consignment, date and time of dispatch, the Consignee's address or Pickup point address and a correct post code in accordance with par 11 item 1. The Consignor retains a copy of the waybill.

2. Principles of delivery of consignments are specified in the Specific Terms of Service.

§ 14.

1. Charges for consignments and other services in connection with handling are set in accordance with DPD's current price lists and are paid by cash in Polish currency at the time of dispatch or delivery of the consignment unless the parties agree otherwise.

2. Should the Customer transfer the obligation to pay for the consignment to the Consignee, the Customer undertakes to cover all charges in connection with the consignment in the event the Consignee refuses to pay for the consignment.

3. DPD issues invoices for performed services in the events and in accordance with legal regulations in force.

4. Each Customer is entitled to request information regarding the price list or a quote for shipment of a consignment.

§ 15.

1. Each consignment is insured during shipment on the conditions specified in DPD Price Lists, herein and in the agreement between DPD and the insurer.

The agreement is held in the DPD Headquarters in Warsaw (02-274 Warszawa, ul. Mineralna 5 - „Headquarters”) and is available on the website www.dpd.com.pl; copies of the extract from the agreement are made available in all DPD depots upon the Customer’s request.

2. By contracting the service to DPD, the Customer confirms that it familiarized itself with the terms of the insurance agreement and that it accepts them as conditions applicable to the service rendered.

3. DPD’s responsibility for loss, shortage or damage to the consignment to which the provisions of Carriage Law apply, is limited to the declared value, not exceeding the actual value. Provisions of article 80 item 3 of the Carriage Law shall apply to the liability for loss, shortage or damage of parcels of particular value described above in §5 item 2. DPD’s liability for non-performance or misperformance of the shipment service consisting in delayed transport both to the Customer and the third parties, is limited in accordance with Art 83 item

1 of the Carriage Law to double the amount of transport charge and the liability for damage resulting in loss of profit or income, indirect damages and damages in connection with failure to collect the parcel for carriage is excluded and liability for other reasons is limited to double the amount of transport charge, subject to provisions of item 5.

4. If DPD renders services under the Postal Law, DPD’s liability for non-performance or misperformance of such services is borne concordantly and within the scope specified in article 88 item 4 and 5 of the Postal Law:

a) DPD is liable for loss, shortage or damage to the courier consignment which does not contain correspondence up to the amount not exceeding the usual value of lost or damaged items;

b) DPD is liable for loss, shortage or damage to the consignment with declared value up to the amount requested by the claiming party, however not exceeding the declared consignment value;

c) DPD is liable for loss of parcel containing correspondence in the amount of ten times the cost of the service, however not less than fifty times the charge for treating the letter as registered delivery, the cost of which is specified in the price list for common services;

d) For delayed delivery of a courier consignment against the guaranteed delivery time – in the amount not exceeding twice the charge for the service;

e) DPD is liable for damage to a parcel containing correspondence in the amount not exceeding the value of the medium which contains the correspondence;

f) For reasons other than the above mentioned – DPD is liable up to the amount not exceeding twice the transport charge.

5. Limitations of DPD’s liability mentioned in items 3 and 4 above do not apply if non-performance or misperformance of the agreement is the result of tort or DPD’s wilful act or gross misconduct. In such events DPD shall be liable in accordance with common provisions of the law.

6. To avoid ambiguity it is agreed that these Regulations do not set a more beneficial level of liability or compensation than those determined by the Postal Law.

7. Provisions of this paragraph apply subject to § 5 point 3.

§ 16.

Subject to the second sentence of this paragraph, while the consignment is in possession of DPD, DPD has the right of pledge as security against amounts due to DPD, especially against DPD’s remuneration and other costs, charges, expenses incurred in connection with performing the service and all justified additional costs of service arising for reasons attributable to the Customer, the Consignor or the Consignee. With respect to the consumers, DPD executes the right of pledge in accordance with Postal Law and Carriage law.

§ 17.

Should the Consignee or the Customer refuse to pay its liabilities in connection with courier consignments secured with a pledge, DPD shall collectively open the consignment and proceed with the sale of its contents.

1) Immediately – in the event of perishable products or products which are not suited for long storage do to their properties;

2) In other cases – after 14 days from written notice to the Consignee or the Customer of the intended sale of the consignment’s contents.

§ 18.

1. DPD shall not be responsible for non-performance or misperformance of the postal courier service if the non-performance or misperformance was due to force majeure, reasons attributable to the Customer or Consignee and not caused by DPD’s fault, due to breach of Postal Law or Regulations by the Customer or the Recipient or due to the properties of sent items, and especially if non-performance or misperformance of the postal courier service was caused by the following:

a) The address on the consignment is incorrect (e.g. misspelled name, company name, street name, number of the Consignee’s town) or if some of the elements of the address have been crossed out;

b) The Consignee’s place of residence or business address (companies) has changed;

c) The actual contents of the consignment are not consistent with the contents declared at dispatch;

d) The weight of the consignment is not consistent with the weight declared at dispatch;

e) The Consignee refused to comply with the conditions of delivery (e.g. refused to pay the charges or the COD amount);

f) In the event of circumstances described in § 6 point

1;

g) The Customer provides an incorrect bank account number (including an account number which is not held by the Customer) – in such event DPD shall not be held responsible for non-performance or misperformance of the COD service;

h) Damage is caused by improper packaging of the consignment.

2. DPD shall not be held responsible for non-performance or misperformance of the carriage service if such non-performance or misperformance was caused by reasons attributable by the Customer or the Consignee and not caused by DPD's fault, due to the consignment properties or due to force majeure. In particular, DPD shall not be liable as per the previous sentence, if non-performance or misperformance of the courier service was caused by at least one of the following:

a) dispatch of items excluded from carriage or accepted for carriage under special conditions, or failure under the wrong, imprecise or insufficient name or failure to meet these conditions by the Consignor;

b) missing, insufficient or defective packaging of items, which are therefore exposed to damage due to their natural properties;

c) the items being damage prone due to faults or natural properties;

d) loading, distribution or unloading of items by the Consignor or Consignee;

e) transport of consignments which, according to legal provisions or the Agreement should be supervised, if the damage results from reasons which were to be prevented by the caretaker;

f) for reasons listed in points a) – h) in item 1 above.

§ 19.

1. The service under the Postal Law shall be considered unperformed if:

a) The consignment is lost during the service being performed, for reasons attributable to DPD;

b) The consignment is not delivered to the Consignee within 30 days from the day of expected performance of the service;

2. Services under the Postal Law may be considered misperformed in the event of damage, shortage or failure to deliver the consignment in the guaranteed period due to DPD's fault and in the circumstances specified in the unconditionally binding legal provisions.

§ 20.

1. In the event of delayed delivery the Consignee must mark that fact on the waybill with the DPD representative being present. The required information is: date and time of delivery and reason for delayed delivery (stated by the DPD representative). If the Consignee refuses to accept the consignment, the consignment is returned to the Consignor at the Customer's cost.

2. Consignment which has not arrived at its destination stated on the waybill within 30 days from the expected date of performance of the service is considered to be lost.

3. Claims in connection with misperformance of the service

expire if the consignment was accepted without reservations. However, this does not apply to claims in connection with invisible shortage or damage reported by the Consignee to DPD no later than within 7 days from accepting the consignment.

§ 21.

1. All complaints in connection with non-performance of the service, delay, loss, damage or shortage to the consignment are handled by DPD Headquarters. The Postal Law and ordinances of relevant ministers issued on the basis of article 92 point 4 of the Postal Law regarding complaints in connection with postal services shall apply to complaints regarding postal services. In such event the provisions of this paragraph shall apply if they do not contradict the Postal Law and the ordinance on complaints regarding postal services.

2. The parties entitled to file a complaint are:

a) The Customer;

b) The Consignee, if the Customer transfers its rights to claim compensation to the Consignee, subject to points c) and d);

c) The Consignee who is entitled to manage the consignment and who is a consumer at the same time;

d) The Consignee, if the consignment under the regulations of Postal Law is delivered to the Consignee; hereinafter referred to as the Complainant.

3. The Consignor and the Consignee of the parcel under the regulations of Postal Law, may request that DPD prepare a written damage protocol concerning shortage of contents or damage to the consignment.

4. All complaints regarding non-performance or misperformance of the Agreement shall be made in writing:

a) For postal courier service – no later than within 12 months from the day of dispatch of the postal courier parcel, subject to point 8 below,

b) For other consignments – no later than within one year from the day of event which justifies filing such complaint, and in the event of non-performance from the day specified in § 20 point 2, with the reservation that in the events specified in art. 77 item 2 of the Carriage Law (i.e. in the event of delay in transport, which has not resulted in loss or damage to the parcel) – no later than within two months from the day of event which justifies filing such complaint.

The Complainant is obliged to provide all documents necessary to examine the claim within 14 days from the day of delivery of such request by DPD.

For postal courier services and the carriage services the complaint may be lodged in writing or through an electronic form available on www.dpd.com.pl.

For postal courier services the complaint may also be lodged orally for the record in DPD Headquarters.

5. The right to claim compensation resulting from the complaint is suspended until the Customer makes all due payments, charges, costs and other expenses incurred by DPD, subject to provisions of item 4 above.

6. Complaints lodged after the date mentioned in item 4, complaints that are incomplete or inconsistent, complaints completed after the due date or complaints lodged by an unauthorised person shall be deemed unlogged.

7. The complaint should include:

- a) The name and address of the Complainant;
- b) Title for the complaint;
- c) Documented entitlement to claim compensation in the specific amount:

an invoice for purchase of the object of damage (applies also to particularly valuable parcels) or

cost calculation in connection with manufacturing of such object, prepared by the chief accountant or persons authorised to represent the Claimant – applies to manufacturers, or

an invoice for repairs or a detailed cost calculation of repairs, if the repairs were performed;

d) Confirmation of dispatch of the consignment (waybill);

e) Documented amount of claim and bank account number where the compensation is to be transferred;

f) Proofs of making all payments and all amounts due;

g) A list of attached documents;

h) Copies of the damage protocol prepared by a DPD representative at the request and in the presence of the Consignor or the Consignee, for complaints regarding shortage or damage to the consignment;

i) The Complainant's signature, subject to point k),

j) An authorisation document in the event the complaint is lodged by the Complainant's representative,

k) The Complainant's e-mail address in the event the complaint is lodged through an electronic form available on www.dpd.com.pl. To avoid any doubt it is assumed that by providing the e-mail address the Complainant agrees to correspondence with DPD by electronic means of communication, especially concerning the complaint or requests specified in item 4.

7.1 The documents specified in point 7 c), d), e), f), h) and j) can be submitted as a copy, however in justified cases DPD has the right to request that the Complainant provides the originals or certified copies.

8. DPD or the Insurer investigates the complaint on behalf of DPD without delay and responds to the complaint within 30 days from the day of receipt of complete documentation of the complaint. The timeframe to provide all information, mentioned in penultimate sentence of item 4 is not included in the timeframe of investigation. Once the complaint has been investigated the Complainant is informed in writing or by electronic means of communication in the event specified in item 7 point k) of the complaint being accepted, partially accepted or dismissed. In each of the above cases the information contains, in particular:

a) Specification of the complaint investigation process including any compensation amount and the way and date of its payment;

b) Justification of the complaint investigation process if the Complainant claim for compensation was dismissed partially or in full.

9. The timeframe for responding to a complaint is considered to be met if the response to the Complainant is sent on the last day of the timeframe through a public operator or another postal operator or through means of electronic communication in the event specified in item 7 point k).

10. Compensation is paid by bank transfer to the account provided in the complaint documents.

11. The Customer is not entitled to deduct the amount of compensation from current, past or future obligations towards DPD.

12. The complaint investigation process is deemed exhausted in the event of refusal to accept the complaint by DPD or by the Insurer on behalf of DPD or non-payment of the claimed amount:

a) for postal services – within 30 days from the day of investigation of the complaint;

b) for other services – within 3 months from lodging the complete complaint.

13. Any disputes resulting from the Agreement and these Regulations shall be investigated by common courts of law with the jurisdiction over DPD's seat.

§ 22.

1. A civil law dispute between the Customer, the Consignee and DPD in connection with postal services may be resolved by an agreement reached in proceedings aiming at out-of-court settlement of consumer disputes.

2. Proceedings relating to out-of-court settlement of consumer disputes are conducted by the President of Office of Electronic Communications. The President of Office of Electronic Communications may refuse to resolve a consumer dispute if the value of the subject of such dispute is less than PLN 10.

3. Proceedings relating to out-of-court settlement of consumer disputes are conducted in hard copy or an electronic form. The application to start such proceedings must be made in the hard copy form and addressed to Office of Electronic Communications or its local branch office with its jurisdiction over the place of residence or place of registration of the applicant or in an electronic form through a public administration's electronic platform or through a contact form dedicated for making applications, available on the Office of Electronic Communications Public Information Bulletin website. Detailed scope and forms of conducting the proceedings relating to out-of-court settlement of consumer disputes are described in section 5 of the law of 23rd September 2016 concerning out-of-court settlement of consumer disputes (Journal of Laws of 2016, item 1823) with regard to article 95 item 1-12 of the Postal Law and the ordinance of the Minister of Infrastructure and Construction of 17th January 2017 concerning proceedings relating to out-of-court settlement of consumer disputes in connection with postal services conducted by the President of Office of Electronic Communications.

§ 23.

These Regulations for domestic services are available in the Headquarters and all DPD branch depots and have been published on the following website: www.dpd.com.pl

The Customer and the Consignor are obliged to familiarize themselves with the Regulations before presenting a consignment to DPD.

§ 24.

Should any of the provisions of these Regulations become invalid, the remaining provisions remain in force.

§ 25.

1. The Customer – the consumer is entitled to withdraw from the agreement within 14 days from its conclusion unless it was executed earlier, at his request.

2. These Regulations do not apply to the consumers within the scope which would breach or limit their rights and consumer protection – guided by the common law regulations, including not permitted contractual clauses. Especially the following provisions do not apply to the consumer: §6 item. 2 and 3, §12, §15 item 3, §21 item 5, item. 6, item 7 point c), point e) – with respect to the bank account, point f), point. h) and § 21 item 10, 11 and 13 of these Regulations.

These Regulations come into force on 8th December 2022.