

# Rules and regulations - International Services



## DPD Polska sp. z o.o.

### § 1.

1. These Rules and Regulations („Regulations”) concerning of international 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 hereinafter referred to as Customer and Consignees regarding dispatch and delivery of international parcels (forwarding services).
2. DPD renders forwarding services for international services within the scope of the Agreement, these Regulations, Specific Terms of Service and price lists which are currently in force and available on [www.dpd.com.pl](http://www.dpd.com.pl).

### § 2.

1. The scope of forwarding services rendered by DPD to the Customer is determined for each parcel on the waybill. Such scope may cover the following activities:
  - organisation of the dispatch, collection and delivery of consignments;
  - advisory regarding freight condition, selection of route and means of transport and price lists;
  - preparation the consignment for shipment (packaging, weighing, counting, marking);
  - delivery of the consignment to the place of loading to the main means of transport;
  - preparation of shipment documents;
  - conclusion of a freight agreement with the carrier;
  - insurance of the consignment for the time of shipment;
  - collection of the consignment at the destination place;
  - storage of consignments;
  - collection of amounts payable for delivered goods;
  - settlement of accounts for the performed service with the carrier;
  - undertaking activities aiming at repayment of undue amounts of transport charge and other undue amounts in connection with freight;
  - undertaking appropriate activities to secure the Customer’s rights towards the carrier and other forwarders in the event of damage during shipment;
  - notification to the Customer of expected or occurred transport hindrances.
2. DPD may entrust the performance of activities contracted by the Customer to third parties.
3. DPD renders the above forwarding services in its own name but at the Customer’s account. Especially, DPD acting as indirect representative, shall enter into agreements with carriers who transport the consignment delivered for forwarding services.
4. The term “agreement” means a forwarding agreement which is proven by a waybill. The agreement may also be executed on the basis of a co-operation agreement.
5. 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.
6. The term „parcel” means an item or items, placed in a single and secured packaging, which constitute one element of the consignment.
7. 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

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8. DPD renders services with respect to consignments of value not exceeding PLN 1000. 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 § 15 item 2 of the Regulations.

### § 3.

1. Unless the parties agree otherwise, the waybill or an equivalent document, also in an electronic form, especially a delivery protocol signed by the Consignor and DPD together with a label, which does not require the Consignor's and DPD's signatures, placed on the Consignment, prepared in accordance with DPD standards (hereinafter referred to as "waybill"), constitutes the proof of entering into the agreement. The waybill or an equivalent document should contain at least:
  - The Consignor's identification – first name and surname, address/full name, office address, REGON (statistical) and NIP (tax) numbers (does not apply to natural persons);
  - the Customer's ID (if given);
  - The Consignee's identification – first name and surname, address/full name, office address or a Pickup Point address;
  - Identification of transported goods (type, amount, weight, etc.);
  - Place of collection of the parcel by DPD from the Consignor;
  - Place of delivery of the consignment;
  - Additional information by selecting forwarding activities which must be performed by DPD.
2. By signing the waybill or an equivalent document the Customer or the Consignor confirms consistency of the declared information with the actual state as well as knowledge of the Regulations herein, which becomes binding to the Customer or Consignor upon signing of the waybill.
3. The Consignor retains a copy of the waybill or an equivalent shipment document.

### § 4.

1. After signing of the waybill the consignment is collected from the Consignor and delivered in accordance with instructions provided in the waybill.
2. DPD undertakes to perform the services in such way that the consignment approved for shipment can be released to the Consignee on the day specified in accordance with the price list, unless the parties agree otherwise.
3. Should the appointed Consignee refuse to accept the consignment, the consignment is returned to the Consignor at the Customer's cost.
4. If the release of the consignment on the date agreed point 2 above is not possible for reasons other than those described in point 3 above, DPD shall immediately inform the Customer of such situation and request that the Customer provides further instructions within the specified timeframe and makes a statement in connection with covering the cost connected with fulfilment of such orders. Should the Customer fail to make the relevant statements within the agreed timeframe, the consignment will be returned to the Consignor at the Customer's cost.
5. 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) is not entitled to any claims in connection with the proof of dispatch or delivery placed on an electronic device.

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## § 5.

Subject to the second sentence of this paragraph, until the consignment is in possession of DPD or until DPD may dispose of the consignment through documents, 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 other amounts due resulting from services rendered by DPD or third parties for the Customer. With respect to the consumers, DPD executes the right of pledge on the basis of generally applicable regulations.

## § 6.

1. The Consignor is obliged to pass the consignment to DPD in a condition enabling its undisturbed carriage and delivery without shortage or damage.
2. Parcels, which require packaging due to their properties or content must be provided by the Consignor in packaging approved by DPD. The packaging should:
  - Be closed and secured by sufficient means such as self-adhesive tape, leaden seals or wax seals;
  - Be sufficiently resistant and leakproof and secure the parcel adequately to its contents;
  - Prevent access to its contents without leaving visible marks;
  - Be marked if required by the properties or contents of the parcel, by signage such as „Attention. Glass!”, „Up/down”, „Do not overturn”, etc.;
  - Not contain any security measures which could cause damage to the parcel or other transported consignments
  - Meet the parameters specified in the Agreement and Price Lists.
3. Packaging and protection is included in the weight of the consignment.
4. Should the Customer or Consignor deliver the consignment to DPD without packaging or improperly packed, DPD shall have the right to pack the consignment properly at the Customer's cost.

## § 7.

The Customer or Consignor acting on its behalf (not the Customer) warrants that the contents of each consignment have been properly declared, described on the waybill.

## § 8.

1. DPD refuses to accept for forwarding service 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:
  - 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;
  - The consignment contains narcotics, medicines or psychotropic drugs, with the exception of items sent for scientific or medical purposes by institutions authorized to do so by law;
  - The consignment contains tobacco, alcohol or other goods covered by excise duty, food excluded from the legal regulations or requiring special means and transport devices;

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- The consignment contains live plants and animals;
  - The consignment contains corpses, human or animal remains;
  - The consignment, on its packaging or in the visible part of the contents the inscriptions or drawings infringing goods protected by the law;
  - Consignments which due to their properties prevent the implementation of the service using the carriage means and tools;
  - The consignment contains works of art, antiques, precious stones and metals in any shape or form, currency, transferable securities, identification signs, certificates, vouchers or any other negotiable values, debit cards, credit cards;
  - The consignment contains tender documents;
  - The consignment is packed in a way which may stain or otherwise damage other consignments;
  - 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;
  - The consignment contains items listed on [www.dpd.com.pl](http://www.dpd.com.pl);
  - The consignment has been classified as hazardous materials or goods, or article whose transport is forbidden or restricted by IATA, ICAO or public administration authorities;
  - There are no customs declarations for the consignment, if such declaration is required by customs regulations;
  - There are no legally required documents with the consignment;
  - The consignment contains items excluded from shipment in accordance with „The List of Goods Excluded from Shipment or Goods Covered by DPD’s Limitations and Restrictions in International Freight”, provided on [www.dpd.com.pl](http://www.dpd.com.pl);
2. The contents of consignments listed in point 1 constitute the goods excluded from shipment.
  3. The Customer or Consignor acting on its behalf undertakes to provide DPD with all documents required by relevant regulations to transport the consignment.
  4. If it is established after accepting the parcel for freight service, that the Customer or Consignor is 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 the service. DPD is entitled to deduct the receivables in connection with the above penalty together with the Customer’s receivable for non-performance or improper performance of 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. Provisions of this item do not apply to consumers.
  5. Payment of the penalty described in point 4 does not exclude DPD’s right to claim compensation exceeding its amount on a general basis.

### § 9.

1. Before accepting the consignment for forwarding service, 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, after accepting the consignment for forwarding, there is a justified suspicion that the consignment is subject to exclusion from services or does not meet other requirements specified in these Regulations, DPD shall have the right to verify the consignment and its contents, upon previous consent of the Customer, given in any form (in writing, by e-mail, fax, etc.). Should the Customer refuse such consent or fail to react, DPD shall have the right to refuse the service. Regardless of the above, DPD may secure the consignment at its own cost in a way which provides safety of services rendered.

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## § 10.

The Customer acknowledges that if a justified assumption arises that actions have been taken in spite of these Regulations, Price Lists 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.

## § 11.

The Consignor is obliged to place a legible address on the waybill, without erasing or crossing out. The address must contain the post code. DPD may release the Consignor from the above obligation on the basis of an explicit written statement.

## § 12.

The fact of accepting a consignment for shipment by DPD does not justify the assumption that the contents and packaging are in line with the provisions of these Regulations and Price Lists.

## § 13.

Furthermore DPD has the right to refuse the service if:

- a) Performance of service is impossible due to force majeure or natural disaster;
- b) The Customer has not provided DPD with documents described in § 8 point 3 despite the obligation to provide such documents resulting from legal regulations applying to forwarding and freight services;
- c) There is a justified suspicion that the declared contents, value, dimensions and/or weight are not consistent with the actual state;
- d) The parcel has not been properly secured by the Consignor.

## § 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 no later than at the time of dispatch, unless there are other written arrangements between the parties.
2. Should the Customer transfer the obligation to pay for the forwarding service and other handling charges 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. Each Customer is entitled to request information regarding the price list or a quote for forwarding services.
4. Regardless of payment of remuneration in accordance with item 1 above, the Customer undertakes to reimburse DPD for all expenditures which had to be paid by DPD or DPD's subcontractor to perform the service properly, including possible sanctions borne by DPD in connection with rendering forwarding services with respect to items which are not consistent with the declaration on the consignment, and whose transport is excluded or restricted by legal provisions.
5. DPD shall issue an invoice for services rendered in accordance with the relevant legal provisions.

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### § 15.

1. Each consignment is insured during performance of the service on the conditions specified herein, in the Price Lists and in the agreement between DPD and the insurer.  
An extract from the agreement is held in the DPD Headquarters in Warsaw (02-274 Warszawa, ul. Mineralna 5) and is available on the website [www.dpd.com.pl](http://www.dpd.com.pl); copies of the extract from the agreement are made available in all DPD depots upon the Customer's request. 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.
2. In the event of particularly valuable consignment, the Customer or the Consignor acting on its behalf is obliged to declare its actual value on the waybill, whereas a particularly valuable consignment means each item of individual value exceeding PLN 1000 or a consignment exceeding such value. 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.
3. Within such additional payment, DPD provides insurance of the consignment up to the value provided on the waybill. The consignment is covered by insurance from the moment its value is declared on the waybill, provided that the Customer has paid for such additional insurance.
4. 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. This provision does not apply to Customers who are consumers within the meaning of art. 22<sup>1</sup> of the Civil Code within the scope of possible breach of their rights granted by generally applicable legal provisions.
5. If the consignment is not insured by the Customer, DPD's liability is limited solely to culpable loss, shortage or damage to the consignment and such liability is limited to the actual value of the consignment. DPD shall not be responsible for non-performance or misperformance of the service resulting in loss of profit, benefits or income, direct damage and damage in connection with failure to collect the parcel, both to the Customer and third parties. These provisions do not apply to consumers. The consumers are governed by generally applicable law on liability.
6. DPD's liability in connection with delayed performance of the service is limited to twice the charged for the service.
7. Provisions of points 2, 3, 4, 5 and 6 apply unless the Agreement between DPD and the Customer states otherwise.

### § 16.

1. DPD shall not be responsible for non-performance or misperformance of the service if the fault is not attributable to DPD, especially if:
  - 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) In the event of occurrences described in § 8 point 1 of these Regulations;
  - f) In the event of force majeure which is understood as events which, at the time of entering into the Agreement, could not have been predicted by the parties and were caused by factors which

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were out of control (such as low temperatures, fog, intensive snow, torrential rain, hail, tornado, glazed frost, earthquakes or other natural disasters, fire, administrative acts preventing or limiting performance of services, unrest, strikes, protests, acts of war);

- g) The damage is caused by improper packaging of the consignment.
2. The service 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.

### § 17.

1. In the event of delayed delivery the Consignee must mark that fact on the waybill or an equivalent document 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 expires 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.

### § 18.

1. All complaints in connection with forwarding services are handled by DPD Headquarters.
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 point c);
  - c) The Consignee who is entitled to manage the consignment and who is a consumer at the same time.
3. All complaints regarding shortage, damage or delayed delivery of the consignment must be lodged in writing within 30 (thirty) days from receipt of the consignment, and in the event of non-performance of the service, from the day specified in § 17 point 2. 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.
4. 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 point 2 above.
5. Complaints lodged after the due date, complaints that are incomplete or inconsistent, complaints completed after the due date or complaints lodged by an unauthorised person shall be deemed unlogged.
6. The complaint should include:
  - a) The name and address of the Complainant;
  - b) Title for the complaint;
  - c) Amount claimed;
  - d) Documented entitlement to claim compensation in the specific amount;
  - e) A copy of the waybill;
  - f) Proof of making all payments and all amounts due to DPD;

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- 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;
  - j) A document attesting to authorisation if the complaint is lodged by the Complainant's representative.
7. When the complaint has been examined, DPD or the Insurer on behalf of DPD informs the Complainant in writing of recognition, partial recognition or dismissal of the complaint, within 30 days from receipt of complete complaint documentation. In each of the above cases the notification includes especially:
- a) Specification of the complaint recognition process including any compensation amount and the way and date of its payment;
  - b) Justification of the complaint recognition process if the Complainant claim for compensation was dismissed partially or in full.
8. The Customer is not entitled to deduct the amount of compensation from current, past or future obligations towards DPD.
9. Any disputes arising from the agreement and these Regulations shall be resolved by common courts with the jurisdiction over DPD's seat.

### § 19.

DPD is responsible for carriers and further forwarders whom DPD uses for performing the contracted services, unless DPD is free of fault in choosing in accordance with article 799 of the Civil Code of 23rd April 1964 - (Journal of Laws of 18th May 1964, No 16, item 93 as amended).

### § 20.

If, in accordance with § 19 of these Regulations, responsibility for shortage, loss or damage or other damage in connection with performance of the service is attributable to the carrier or further forwarder, DPD shall immediately transfer (assign) its rights and claims towards these persons to the Customer.

### § 21.

The Customer-consumer has the right to withdraw from the agreement, provided it was concluded outside of DPD premises or remotely, within 14 days from conclusion, unless it was executed before that timeframe.

### § 22.

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. The following provisions of these Regulations particularly do not apply to the consumer § 8 item 4 and 5, § 12, § 18 item 4, § 18 item 5, § 18 item 6 letter d), § 18 item 6 letter f), § 18 item 6 letter h), § 18 item 8 and 9



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## § 23.

1. These Regulations are available in the Headquarters and all DDP facilities and is published on the website [www.dpd.com.pl](http://www.dpd.com.pl). The Customer and Consignor are obliged to read the Regulations before submitting a parcel to DPD.
2. These Regulations come into force on 1<sup>st</sup> September 2022.