

SECTION I – GENERAL PROVISIONS

ARTICLE 1 –Preliminary provisions

These Specific Terms of Service serve as commercial guidelines define the rules for the provision by DPD Polska sp. z o.o. of domestic carriage services, international shipping services and, in cases provided by the law, postal services involving the collection, sorting, carriage and delivery of courier consignment, to which provisions of Act of November 23rd, 2012 - Postal Law, Act of November 15th, 1984 - Carriage Law, Act of April 23rd, 1964 - Civil Code, apply.

ARTICLE 2 – Definitions

For the purposes of this document and other documents constituting the content of the contractual relationship between DPD Polska sp. z o.o. and Customers, the following terms shall have the following meanings:

- (i) **DPD** – DPD Polska sp. z o.o. with its registered seat in Warsaw (02-274), at Mineralna 5 Street, entered into register of entrepreneurs of the National Court Register maintained by the District Court for the capital city of Warsaw in Warsaw, XIV Commercial Division of the National Court Register, under KRS No. 0000028368, NIP (Tax Identification Number): 526-020-41-10;
- (ii) **Terms** – these DPD Specific Terms of Service which are attached to the Co-operation Agreement, and in the event of no Co-operation agreement, attached to the Price List;
- (iii) **CC** – Act of April 23rd, 1964 - Civil Code;
- (iv) **Postal Law** – Act of November 23rd, 2012 - Postal Law;
- (v) **Carriage Law** – Act of November 15th, 1984 - Carriage Law;
- (vi) **The Customer** – natural person, legal person or entity without legal personality, that is not a consumer within the meaning of Article 22¹ CC, that has entered into an agreement with DPD under which it commissions DPD performance of services;
- (vii) **The Consignor** – the Customer sending the consignment or natural person, legal person or entity without legal personality other than the Customer authorized by the Customer to send the Consignment or in the event of concluding a Co-operation Agreement by the Customer the dispatching Customer or an individual, legal entity, organisational unit without legal personality (not the Customer), authorised by the Customer to dispatch the Parcel using the Numkat of the Customer, whereas it is presumed that the Consignor is entitled to use the Numkat;
- (viii) **The Consignee** - the entity to whom the Consignment is to be delivered, as indicated by the Consignor;
- (ix) **The Courier** - DPD representative receiving the Consignment from the Consignor or delivering it to the Consignee;

DPD Polska sp. z o.o., ul. Mineralna 5, 02-274 Warszawa, www.dpd.com.pl, e-mail: dpd@dpd.com.pl, tel. 22 577 55 00, fax 22 577 55 50 The Company entered into the register of entrepreneurs in the District Court for the Capital City of Warsaw, XIV Economic Department of National Court Register, KRS 0000028368, NIP: 526-020-41-10, REGON: 012026421, share capital: 228 604 000 PLN. The Board: Rafał Nawłoka – President of the Board, Henryk Czyż – Vice-President of the Board, Maciej Głowacki – Board Member, Monika Kowalska – Board Member, Tomasz Szalewicz – Board Member, Marta Westrych-Andrzejczyk – Board Member, Łukasz Zembowicz – Board Member

(x) **The Parcel** - the item or items placed in a single, compact and secured packaging, which constitutes one element of the Consignment;

(xi) **The Pallet** - the item or items of actual weight exceeding (jointly) 50 kg, or item or items placed on a rigid structure, used for carriage, constituting the Consignment;

(xii) **The Consignment** - one or more Parcels or Pallets, dispatched at the same time by one Consignor to one Consignee on the basis of one Confirmation Of Dispatch, provided that DPD renders services regarding parcels of a value not exceeding PLN 1.000,00. Services regarding parcels of value over PLN 1.000,00 (Particularly Valuable Consignment) is possible once the Customer meets the additional conditions listed in Art 10 herein.

(xiii) **The particularly valuable Consignment** – the Consignment, including Return Parcel, with regards to which the Customer or Consignor acting on his behalf (not Customer) correctly declared its value over the amount of PLN 1.000,00 and meets the additional conditions listed in Art 10 herein, however the value may not exceed the amount of:

(i) PLN 500 000 in DPD CLASSIC Domestic Service and in DPD CITY service

(ii) PLN 5000 in PICKUP domestic service and PICKUP international service

(iii) EUR 13000 in DPD Classic International service and DPD EXPRESS international service and DPD MAX international service, unless the co-operation agreement indicates otherwise

(xiv) **The Confirmation Of Dispatch** - a waybill, or any other equivalent document accompanying the Consignment, in particular shipping document, handover protocol, a label generated by the Application, or any other document issued in a form determined by DPD, containing the information required by the provisions of the Civil Code, the Postal Law, the Carriage Law and other information specified by DPD required to complete the Service; the Consignor is responsible for all details placed on the Confirmation of Dispatch;

(xv) **Numkat** – number individually assigned to the Customer by DPD on the basis of the Co-operation Agreement signed by DPD, which the Customer is obliged to use to commission, implement and account for the Services;

(xvi) **Correspondence** - information stored in the form of text or other graphic signs on paper or any other data carrier, which is not a form within the meaning of the Postal Law;



(xvii) **Items excluded from carriage** - the items listed in Article 11 of these Terms, which can not constitute the contents of the Parcels or Pallets of which the Consignment consists;

(xviii) **The Services** - provided by DPD to the benefit of the Customer on the basis of the Co-operation Agreement carriage services, shipping or postal service involving the collection, sorting, carriage and delivery of courier consignment, that includes:

(i) **Domestic Services** – the Services for which the place of dispatch and delivery of the Consignments is located within the territory of the Republic of Poland, provided that the Domestic Services could constitute postal services involving the collection, sorting, carriage and delivery of courier consignment within the meaning of the Postal Law or carriage within the meaning of the Carriage Law;

(ii) **International Services** - Services in case of which the Consignment will be transported from abroad to the Republic of Poland or from the Republic of Poland abroad, provided that International services constitute shipping services;

(iii) **Additional Services** - The services described in Article 8 of these Terms;

(xix) **The Agreement** – agreement concluded by DPD and the Customer, pursuant to which DPD provides services to the benefit of the Customer;

(xx) **Co-operation Agreement** – a written agreement regarding permanent provision of Services concluded by DPD and the Customer who is an entrepreneur within the meaning of art 43¹ of the Civil Code. The Customer confirms that all Services ordered on the basis of the concluded Co-operation Agreement will be implemented directly as part of his business activity and that the Co-operation Agreement with DPD has a professional nature for the Customer resulting, among others, from the subject of his economic activity;

(xxi) **Regulations of provision of services in domestic trade or RUK** - a document specifying the general principles for the provision of domestic Services under the Agreement;

(xxii) **Regulations of provision of services in international trade or RUM** - a document or documents specifying the general terms and condition of GeoPost Group of Companies for the provision of Services in international trade under the Agreement (hereinafter “General Terms and Conditions of GeoPost Group of Companies” or “GTC”) and other terms of international services provided by DPD;

(xxiii) **The Price List** - a document or documents specifying the terms of pricing of the performance of Services by DPD, relevant for individual services or individually agreed with the Customer.;

(xxiv) **The minimum amount of remuneration** - the remuneration payable to DPD for remaining in constant readiness to provide the Services on commission of the Customer; however it only applies to Customers who have signed a co-operation agreement with DPD;

(xxv) **The domestic service DPD CLASSIC** - Domestic services, in case of which the delivery of the Consignment occurs on a day other than the day of dispatch;

(xxvi) **PICKUP domestic service** – domestic services are performed on the basis of an Agreement, and Parcels are delivered on a day other than the day of dispatch;

(xxvii) **Urban service DPD CITY** - Domestic services performed on the basis of a co-operation agreement, where dispatch and delivery of the Consignment occurs on the same day, provided that the Consignor and the Consignee of the Consignment are located within the cities covered by the range of operations of the given DPD depot;

(xxviii) **International service DPD CLASSIC** - international shipping services performed on the basis of a co-operation agreement in case the Consignment is transported by road;

(xxix) **International Service DPD EXPRESS** - international shipping services provided on the basis of a co-operation agreement, where the Consignment is transported by air;

(xxx) **International Service DPD MAX** – international forwarding services performed on the basis of a co-operation agreement where DPD, commissioned by the Customer organises forwarding services for a Pallet Consignment

(xxxi) **International PICKUP service** – international forwarding services performed on the basis of the Agreement.

(xxxii) **DPD Branch** - one of the DPD agencies. The current list of agencies is available on the DPD website at www.dpd.com.pl;

(xxxiii) **DPD Pickup Point** – a point of dispatch and collection of Consignments, where in particular the Pickup Service is available, described in detail in art 6 point 6.1 and art 8 point 8.6 of these Terms, which constitutes one of operational branches in the DPD network. For the purpose of these Terms, a DPD Pickup point relates also to DPD Pickup Station parcel lockers. The current list of Pickup Points is available on the DPD website at www.dpd.com.pl; DPD hereby

notifies that most of the DPD Pickup Station parcel lockers require the DPD Mobile app.

(xxxiv) **The Application** - the IT tools made available by DPD to the Customer enabling preparation of Confirmation of Dispatch or commissioning of the Services; rules of use of the Application are specified by the Regulation of Use of DPD Polska Application constituting Appendix to these Terms;

(xxxv) **Contact Center** – dedicated to Customers, Consignors and Consignees customer service point enabling contact with a DPD consultant to order Services, verify the course of implementation of the Service and for any other purpose specified in the Agreement, RUM, RUK or in these Terms;

(xxxvi) **Payment instrument** – a bank card, a personalised device or an agreed set of procedures used to effect a payment order within services rendered by DPD, for which such form of payment is foreseen. Confirmation of payment by a payment instrument may be sent by DPD electronically to the Customer's e-mail address, which does not prevent issuing a hard copy of transactions if required by law.

(xxxvii) **POS terminal** – a device used for accepting payment instruments.

(xxxviii) **The Consumer** – a natural person within the meaning of art. 22¹ of the Civil Code performing a legal activity with DPD, which is not directly linked to its economic or professional activity.

(xxxix) **Dangerous goods** – materials and articles whose carriage is prohibited or allowed only under the conditions of the International ADR Convention. The comprehensive list of dangerous goods (both accepted and not accepted for transport) is provided in Table A of the International ADR convention on road transport of dangerous goods ("ADR").

(xl) **LQ** – DPD service for parcels containing dangerous goods, described in detail in art. 8 herein.

(xli) **DPD Mobile app** – DPD software made available to the Users free of charge, via means such as Google Play or AppStore, designed for installation, which enables the User to use specific DPD Services. Conditions of use of the Application are specified in Rules of Use of the DPD Mobile app, available on www.dpd.com.pl

ARTICLE 3 – Object of the Service

3.1 Scope of Services includes:

(i) in the event of Services rendered on the basis of a Co-operation Agreement – collection of a Parcel from the

Consignor, transport arrangements (including performance of shipment or a shipment order placed with a Courier) and delivery of the Parcel to the Consignee, also through a DPD Pickup Station parcel locker, and in the event of international services, also forwarding services,

(ii) for services rendered on the basis of an agreement through DPD Pickup service – accepting the parcel from the Consignor in a DPD Pickup point or collection from a location specified by the Customer (or a Consignor acting on the Customer's behalf) on the Confirmation on Dispatch, collection of a Parcel from the DPD Pickup point, transport arrangements (including performance of shipment or a shipment order placed with a Courier) and delivery of the Parcel to the Consignee – also through a DPD Pickup Station parcel locker, and in the event of international services, also forwarding services.

In the events specified above, scope of Services may be extended to cover additional services.

3.2 Domestic services covering only the collection, sorting, carriage and delivery of the courier consignment within the meaning of the Postal Law are provided by DPD pursuant to the provisions of the Postal Law. It is explicitly agreed that DPD does not render postal services within the meaning of the Postal Law for consignments other than courier consignments. DPD is not the operator designated within the meaning of the Postal Law on public carriage within the meaning of the Act of 16 December 2010 on public carriage, and reserves the right to refuse the performance of the Service.

3.3 DPD provides Services on the basis of the Co-operation Agreement, these Terms and Conditions, Price List, RUK and RUM with the consideration of provisions of the Civil Code, the Postal Law, the Carriage Law and other generally applicable laws. In case of a discrepancy between the content referred to in paragraph 3.3 of the documents and legal acts the prevalence shall be as follows:

(i) a Co-operation Agreement – the Co-operation agreement, these term and conditions, RUK or RUM and the Price list.

(ii) an Agreement – RUK or RUM, and subsequently the Price list, including these Terms and Conditions.

CHAPTER II – SPECIFIC TERMS OF PROVISION OF SERVICES

ARTICLE 4 – General provisions

4.1 It is explicitly agreed that the Customer is not entitled to resell the Services, without the prior explicit consent of DPD expressed in writing. The resale of Services means in particular the Services offered by the Customer to third parties for a remuneration or free of charge. Adding the



value of the Service to the remuneration for the service implemented by the Customer to the benefit of Clients of the Customer shall not be deemed the resale of Services.

4.2 The Customer acknowledges that DPD, for the purposes of the implementation of Services, may combine the Consignment or Consignments with other Consignments. The Customer also acknowledges that DPD is an exclusive decision-maker in determining the carriage route.

4.3 The Customer acknowledges that the collection of the Consignments, or from DPD Pickup points their carriage and delivery to the Consignee or to a DPD Pickup in order to be collected by the Consignee will be carried out by the Courier.

4.4 The Customer acknowledges that the provisions of the Agreement relating directly to the Parcel are appropriately applicable also to the Pallet.

ARTICLE 5 –Types of Services

5.1 Due to the legal nature, the Services provided by DPD may include:

(i) **the postal service** involving the collection, sorting, carriage and delivery of courier consignment within the meaning of the Postal Law covering the Parcels with a weight not exceeding 20 kg and the sum of actual dimensions (length, width, height) not exceeding 3000 mm, with the longest dimension not exceeding 1500 mm, or Parcels containing the Correspondence, for which the place of dispatch and collection is located within the territory of the Republic of Poland;

(ii) **carriage services** that cover Consignments that do not meet the criteria described in point (i) above, for which the place of dispatch and collection is located within the territory of the Republic of Poland;

(iii) **shipping services** including Consignments for which the place of dispatch or collection is located outside the territory of the Republic of Poland.

5.1.1 The Confirmation of Dispatch is the evidence of the conclusion of an agreement regarding the Consignment.

5.2 The catalogue of services provided by DPD includes:

5.2.1 Domestic services with respect to which DPD offers:

(i) **Domestic DPD CLASSIC service** i.e. service performed on the basis of a Co-operation Agreement within the range of which DPD agrees to undertake the first delivery attempt of the Consignment to the Consignee on the next working day after the dispatch of the Consignment by the Consignor, if nothing else results from these Terms

(ii) **Domestic PICKUP service**, i.e. service within which DPD estimates to make the first attempt of delivery of the Parcel to the Consignee on the next working day following the day of dispatch by the Consignor, unless a these Terms provide otherwise

(iii) **Urban Service DPD CITY** i.e. the Service performed on the basis of a Co-operation Agreement within the range of which DPD agrees to undertake one delivery attempt of the Consignment to the Consignee on the day the Consignment is dispatched, provided that the place of dispatch and collection of the Consignment is located in the same city; the Customer or Consignor acting on his behalf (not the Customer) is required to verify the availability of this Service via DPD website at www.dpd.com.pl or through the Contact Center;

5.2.2 International services in respect of which DPD offers:

5.2.2.1 **International DPD CLASSIC service**, i.e. the Service performed on the basis of a Co-operation Agreement implemented by road means of transport (except for situations in which due to the location of the Consignor or Consignee the carriage cannot be implemented by road) in the following variants:

(i) **DPD CLASSIC EXPORT** – involving the dispatch of the Consignment from the territory of the Republic of Poland to the Consignee located outside the borders of the Republic of Poland;

(ii) **DPD PICKUP EXPORT** – involving the dispatch of a Consignment from the territory of the Republic of Poland and delivery to a Consignee named on the waybill to a Pickup Point outside the territory of the Republic of Poland.

(iii) **DPD CLASSIC IMPORT** – consisting in the collection at the expense of the Customer of a Consignment from the Consignor located outside the territory of the Republic of Poland and its delivery to the Consignee situated within the territory of the Republic of Poland; provided that in case the Consignment contains the Pallet, the International Services in the International Service DPD CLASSIC, are available in particular countries identified in the Price List.

5.2.2.2 **International Service DPD EXPRESS** i.e. the Service provided on the basis of a Co-operation Agreement by air transport, within the scope of which DPD delivers Parcels to the Consignee located outside the territory of the Republic of Poland, provided that the place of the dispatch of the Consignment is located within the territory of the Republic of Poland and the Consignment cannot consist of Pallets;

5.2.2.3 **International DPD MAX Service** i.e. the service provided on the basis of a Co-operation Agreement by road

transport (except when due to the Consignee's location, transport cannot be organised by road), within the scope of which DPD organises transport and delivery of Pallet Consignments to the Consignee outside of the territory of the Republic of Poland, provided that the place of the dispatch of the Consignment is located within the territory of the Republic of Poland.

5.2.2.4 International PICKUP service i.e. service provided on the basis of a Co-operation Agreement by road transport (except for circumstances where due to the location of the Consignor or Consignee transport cannot be carried out by road) consisting in dispatch of the Parcel from the territory of the Republic of Poland and delivery to the Consignee outside of the territory of the Republic of Poland.

5.2.3 Additional services referred to in Article 8 of these Terms and Conditions.

5.2.4 The services for the implementation of which additional fees are charged in accordance with Article 8 of these Terms and Conditions.

ARTICLE 6 – Maximum parameters of Consignments

6.1 To make the implementation of the domestic Services possible the Parcels or Pallets of which the Consignment consists which are subject of these Services shall not exceed the maximum dimensions indicated below:

6.1.1 Subject to point (iii) below - with regards to the domestic Service DPD CLASSIC:

(i) the maximum dimensions of a standard Parcel are expressed by the following values:

- the actual weight – 31.5 kg;
- the length – 150 cm;
- the sum of the length, width and height \leq 300 cm;

(ii) the maximum dimensions of the Pallet along with the structure on which the cargo is loaded are expressed by the following values:

- actual weight – 700 kg;
- parameters of the base of the Pallet – 120 cm x 80 cm;
- the height of the Pallet \leq 180 cm;

(iii) it is acceptable to extend the parameters of a Parcel upon additional fee indicated in the Price List, by entering the following values:

- actual weight – 31.5 kg;
- length 500 cm;

- the sum of length, width and height \leq 560 cm, provided that regardless of the length of the Parcel the sum of the remaining sides does not exceed 60 cm;

(iv) it is acceptable to extend the parameters of a Pallet upon additional fee indicated in the Price List, by entering the following values:

- actual weight – 700 kg;
- parameters of the base of the Pallet – 120 cm x 120 cm;
- the height of the Pallet \leq 180 cm;

(v) maximum parameters of a Parcel to be delivered to the Consignee in a DPD Pickup point:

- actual weight – 20 kg;
- length – 100 cm;
- sum of the base circumference and the height \leq 250 cm, where the height is the longest side of the Parcel;

(vi) maximum parameters of a Parcel to be delivered to the Consignee in a DPD Pickup Station parcel locker:

- actual weight – 20 kg;
- height – 50 cm;
- width – 44 cm;
- depth – 59 cm.

6.1.2 With regards to the PICKUP domestic service

(i) maximum parameters of a parcel submitted for delivery to the Consignee's address are as follows:

- actual weight – 31.5 kg;
- the length – 175 cm;
- the sum of the length, width and height \leq 300 cm, where the height is the longest side of the parcel;

(ii) maximum parameters of a parcel submitted for collection by the Consignee in the Pickup Point, subject to point (iii) below are as follows

- actual weight – 20 kg;
- the length – 100 cm;
- the sum of the base circumference and height \leq 250 cm, where the height is the longest side of the parcel;

(iii) the maximum dimensions of a Parcel do be delivered to a parcel locker DPD Pickup Station:

- the actual weight – 20 kg;
- the height - 50 cm;
- the width – 44 cm
- the depth – 59 cm;



(iv) maximum parameters of a Parcel dispatched by a courier, to be delivered to the Consignee's address are as follows:

- actual weight – 31.5 kg;
- the length – 150 cm;
- the sum of the length, width and height \leq 300 cm;

(v) maximum parameters of a Parcel dispatched by a courier, to be delivered to the Consignee through DPD Pickup Point are as follows:

- actual weight – 20 kg;
- the length – 100 cm;
- the sum of the base circumference and height \leq 250 cm where the height is the longest side of the parcel;

6.1.3 With regards to the urban Service DPD CITY the maximum dimensions of a Parcel are expressed by the following values:

- actual weight – 31.5 kg;
- the length – 200 cm;
- the sum of the length, width and height \leq 300 cm.

6.2 To make the implementation of the international Services possible the Parcels or Pallets of which the Consignment consists, which are subject of these Services shall not exceed the maximum dimensions indicated below:

6.2.1 With regards to the international service DPD CLASSIC:

(i) the maximum dimensions of a Parcel are expressed by the following values:

- the actual weight – 31.5 kg;
- the length – 175 cm;
- the sum of the base circumference and height \leq 300 cm, whereas the height constitutes the longest side of the Parcel;

(ii) the maximum dimensions of a Pallet along with the structure on which the cargo is loaded are expressed by the following values:

- the actual weight – 700 kg;
- parameters of the base of the Pallet – 120 cm x 80 cm;
- the height of the Pallet \leq 170 cm;

6.2.1¹ With regards to the international service PICKUP EXPORT:

(i) the maximum dimensions of a Parcel submitted for collection by the Consignee in the Pickup Point, subject to point (ii) below are as follows

- actual weight – 20 kg;

- the length – 100 cm;
- the sum of the base circumference and height \leq 250 cm, where the height is the longest side of the parcel;

(ii) the maximum dimensions of a Parcel do be delivered to a DPD Pickup Station parcel locker:

- the actual weight – 20 kg;
- the height - 50 cm;
- the width – 44 cm
- the depth – 59 cm

Unless different parameters are in force in the destination country. Availability of this Service must be verified by the Customer or Consignor (not being a Customer) on the DPD website www.dpd.com.pl or in the Contact Center.

6.2.2 With regards to the international service DPD EXPRESS the maximum dimensions of the Parcel are expressed by the following values:

- the actual weight of the Parcel– 31,5 kg;
- the actual weight of the Consignment – 70 kg
- the length – 175 cm;
- total circumference of the base and the height of \leq 300 cm, whereas the height constitutes the longest side of the Parcel;

6.2.3 With regards to the international service DPD Max the maximum dimensions of the Pallet together with the structure on which the cargo is loaded are expressed by the following values:

- the actual weight – 700 kg;
- parameters of the base of the Pallet – 120 cm x 80 cm;
- the height of the Pallet \leq 170 cm;

6.2.4 With regards to the international service PICKUP:

(i) maximum parameters of a parcel submitted for delivery to the Consignee's address are as follows:

- actual weight – 31.5 kg;
- the length – 100 cm;
- the sum of the base circumference and height \leq 250 cm, where the height is the longest side of the parcel;

(ii) maximum parameters of a parcel submitted for collection by the Consignee in the Pickup Point, subject to point (iii) below, are as follows

- actual weight – 20 kg;
- the length – 100 cm;
- the sum of the base circumference and height \leq 250 cm, where the height is the longest side of the parcel.



(iii) the maximum dimensions of a Parcel do be delivered to the Consignee through a DPD Pickup Station parcel locker:

- the actual weight – 20 kg;
- the height - 50 cm;
- the width – 44 cm
- the depth – 59 cm unless other parameters for Parcels

Unless different parameters are in force in the destination country. Availability of this Service must be verified by the Customer or Consignor (not being a Customer) on the DPD website www.dpd.com.pl or in the Contact Center;

(iv) maximum parameters of a Parcel dispatched by a courier, to be delivered to the Consignee's address are as follows:

- actual weight – 31.5 kg;
- the length – 175 cm;
- the sum of the length, width and height ≤ 300 cm, where the height is the longest side of the parcel;

(v) maximum parameters of a Parcel dispatched by e courier to be delivered to the Consignee in a DPD Pickup Point, subject to item (vi) below, are as follows:

- actual weight – 20 kg;
- the length – 50 cm;
- the sum of the base circumference and height ≤ 250 cm, where the height is the longest side of the parcel;

(vi) maximum parameters of a Parcel dispatched through a DPD Pickup Station parcel locker are as follows:

- the actual weight – 20 kg;
- the height - 50 cm;
- the width – 44 cm
- the depth – 59 cm unless other parameters for Parcels

Unless different parameters are in force in the destination country. Availability of this Service must be verified by the Customer or Consignor (not being a Customer) on the DPD website www.dpd.com.pl or in the Contact Center.

6.3 The Customer who has signed a Co-operation Agreement with DPD acknowledges that the standard stage of the Services is weighing the entire Consignment or Parcels or Pallets which constitute the Consignment using DPD measuring devices resulting in determination of the actual weight, that can be the basis for determination of the price for the Service in accordance with the Price List and the imposition on the Consignor and the Consignee of the obligation to assist the Courier during the loading and unloading of the Parcel. With regards to particular Consignments, Parcels or Pallets, for the proper performance of Services, it is also necessary to perform a

manual measuring of their dimensions. Weighing or measuring the Parcel, Pallet or entire Consignment does not constitute an interference with the contents of the Consignment, nor does it affect any rights of the Customer, the Consignor (not being the Customer), the Consignee or any third party. The Customer hereby agrees to weigh and measure the dimensions of Consignment or Parcels or Pallets which constitute the Consignment and to determine, on the basis of these actions the final price for the Service. DPD reserves the right to repack the Parcels which are e.g. damaged, improperly packed, posing a risk to damage the sorter or to cause injury to the involved staff, and also hindering safe freight and delivery to the Consignee.

6.4 DPD reserves the right to execute, at its sole discretion, the Service, subject of which is the Consignment consisting of Parcels that do not meet the criteria specified above. Neither the Customer nor the Consignor (who is not the Customer) who is not a consumer within the meaning of art 22¹ of the Civil Code is entitled to claim for implementation of such Service.

6.5 Subject to point 7.3.1 below, DPD shall determine the dimensional weight on the basis of the following formula:

(i) dimensional weight = height (cm) x length (cm) x width (cm) / 6000 for parcels dispatched under the DPD CLASSIC Domestic Service, DPD CITY, PICKUP domestic service and DPD CLASSIC international service

(ii) dimensional weight = height (cm) x length (cm) x width (cm) / 6000 for parcels dispatched under the domestic PICKUP service.

(iii) dimensional weight = height (cm) x length (cm) x width (cm) / 5000 for parcels dispatched under the International Service DPD EXPRESS.

6.6. DPD Reserves the right, at its own discretion, to carry out the Service in connection with a Parcel containing a number of Packages or Pallets which do not meet the criteria listed in in the, 6.1 and 6.2 above. Save for the Agreements concluded with the Customer who is a consumer within the meaning of art 22¹ of the Civil Code, DPD reserves the right to change the parameters of Parcels carried out under Services specified in items 6.1, .2 and 6.3. Neither the Customer nor the Consignor (who is not the Customer) is entitled to claim for implementation of such Service.

ARTICLE 7 –Types of Parcels and Pallets

7.1 DPD implements domestic Services and determines, in accordance with the Price List, the remuneration for these

Services for Parcels and Pallets that constitute the Consignment, taking into account the criteria specified below:

7.1.1. In relation to the domestic Service DPD CLASSIC:

(i) Standard Parcels, i.e. Parcels with the following parameters:

- maximum actual weight – 31.5 kg;
- maximum length – 150 cm (the longest side);
- the sum of the length, width and height \leq 300 cm;
- the shape of a regular cuboid or of a cube;

(ii) standard Pallets i.e. Pallets having the following characteristics (taking into account the structure on which the cargo is placed):

- maximum actual weight – 700 kg;
- maximum dimensional weight – 288 kg;
- maximum dimensions of the base of the Pallet - 120 cm x 80 cm;
- maximum height of the Pallet \leq 180 cm;
- a rectangular prism shape, in which no element extends beyond the outline of the Pallet;

(iii) non-standard Parcels are, i.e. Parcels that meet at least one of the following parameters:

- non-sortable parcels, which - due to their shape or dimensions - prevent automatic sorting on a sorter or which pose a risk of damaging other parcels in the sorting process; or
 - cylindrical, circular, oval (e.g. the tube, the roller with the fabric) shape; or
 - irregular shapes, including the Parcels that are not packed in cardboard package of regular shape; or
 - containing elements protruding beyond its regular contour or packed in a fabric that prevents the free movement on the sorter (e.g. rubber); or
 - foil envelopes (so called foil pack) of more than 5 kg weight; or
 - containing tires packed in a way that is inconsistent with DPD guidelines referred to in Article 10 paragraph 10.3 point (i) of these Terms and Conditions;
- or a parcel:
- of a length more than 150 to 300 cm; provided that the sum of the remaining sides does not exceed 60 cm or a parcel of the actual weight of 31.5 – 50 kg, delivery of such parcels is possible only from ramp to ramp; or
 - consisting of two or more separate parts connected in one irregular entirety;
- provided that the non-standard Parcel does not exceed the maximum parameters of the Parcel specified in Article. 6

paragraph 6.1.1 point (i), point (iii) of these Terms and Conditions;

(iv) non-standard Pallets i.e. Pallets that meet at least one of the following parameters:

- containing merchandise with irregular shapes (not forming a cuboid); or
- where the consignment is not attached to the carrier (e.g. With cling film, belts or binding belts); or
- containing large size household appliances (refrigerator, washing machine, etc.);

provided that the non-standard Pallet does not exceed the maximum parameters of the Pallet specified in Article 6 paragraph 6.1.1 point (ii) and (iv) of these Terms and Conditions; delivery of such Pallets is only possible in the from ramp to ramp;

(v) long parcels i.e. parcels whose dimensions where the longest side does not exceed 500 cm and the sum of the other sides does not exceed 60 cm. Weight of such Parcel is established on the assumption that every commenced meter over 300 cm is equal to 100 kg.

7.1.2 In relation to the domestic Service DPD PICKUP:

(i) Standard Parcels, i.e. Parcels with the following parameters:

- maximum actual weight – 31.5 kg
- the shape of a regular cuboid or of a cube, provided that Parcels of an actual weight exceeding 20 kg may only be directed to an address and not for collection from a Pickup Point;

(ii) non-standard Parcels are, i.e. Parcels that meet at least one of the following parameters:

- non-sortable parcels, which prevent automatic sorting due to their shape, dimensions or pose a risk of damage to other parcels in the sorting process; or
- cylindrical, circular, oval (e.g. the tube, the roller with the fabric) shape; or
- irregular shapes, including the Parcels that are not packed in cardboard package of regular shape; or
- containing elements protruding beyond its regular contour or packed in a fabric that prevents the free movement on the sorter (e.g. rubber); or
- foil envelopes (so called. Foil packs) exceeding 5 kg; or
- containing tires packed in a way that is inconsistent with DPD guidelines referred to in Article 10 paragraph 10.3 point (i) of these Terms and Conditions; or
- consisting of two or more separate parts connected in one irregular entirety;

provided that the non-standard Parcel does not exceed the maximum parameters of the Parcel specified in Article 6 paragraph 6.1.2 and 6.2.4 of these Terms and Conditions;

7.1.3 With respect to the urban Service DPD CITY the Standard Parcel is a Parcel that does not exceed the maximum parameters of the Parcel specified in Article 6 paragraph 6.1.1 of these Terms and Conditions.

7.2 DPD provides International Services and, in accordance with the Price List DPD, determines the remuneration for these Services for Parcels and Pallets which constitute the Consignment, taking into account the criteria specified below:

7.2.1 In relation to the international Service DPD CLASSIC:

(i) standard Parcels i.e. Parcels of the following parameters:

- maximum actual weight – 31.5 kg;
- maximum length – 175 cm (the longest side);
- total perimeter of the base and height \leq 300 cm, whereas the height is the longest side of the Parcel;
- of the shape of a regular rectangular prism or of a cube;

(ii) standard Pallets i.e. Pallets having the following characteristics (taking into account the structure on which the cargo is placed):

- maximum actual weight – 700 kg;
- maximum size of the base of the Pallet - 120 cm x 80 cm;
- maximum height of the Pallet \leq 170 cm;
- of a regular rectangular prism shape, in which no element extends beyond the outline of the Pallet;

provided that at one time, to one Consignee, the Consignor may dispatch the Consignment consisting of maximum 5 standard Pallets;

(iii) non-standard Parcels are, i.e. Parcels that meet at least one of the following parameters:

- non-sortable parcels, which prevent automatic sorting due to their shape, dimensions or pose a risk of damage to other parcels in the sorting process,
- cylindrical, circular, oval (e.g. the tube, the roller with a fabric) shape or;
- irregular shapes, including Parcels that are not packed in cardboard package of regular shape; or
- containing elements protruding beyond the regular contour or packed in a fabric that prevents the free movement of the sorter (e.g. rubber); or
- foil envelopes (so called foil packs) exceeding 5 kg; or
- containing tires packed in a way that is inconsistent with guidelines of DPD referred to in Article 10 paragraph 10.3 point (i) of these Terms and Conditions; or

- consisting of two or more separate parts connected in one irregular entirety;

provided that the non-standard Parcel does not exceed the maximum dimensions of the Parcel specified in Article 6 paragraph 6.2.1 point (i) of these Terms and Conditions;

(iv) non-standard Pallets i.e. Pallets that meet at least one of the following parameters:

- containing items of irregular shapes, or
- containing large size household appliances (refrigerator, washing machine, etc.);

provided that the non-standard Pallet does not exceed the maximum parameters of the Pallet specified in Article 6 paragraph 6.2.1 point (ii) of these Terms and Conditions;

7.2.2 With regards to international service DPD EXPRESS the Standard Parcel is the Parcel that does not exceed the maximum parameters of the Parcel specified in Article 6 paragraph 6.2.2 of these Terms and Conditions.

7.2.3 With regard to international service DPD Max the standard Pallet is the Pallet that does not exceed the maximum parameters of the Pallet specified in Article 6 paragraph 6.2.3 of these Terms and Conditions

7.2.4 With regard to PICKUP international service:

(i) Standard Parcels, i.e. Parcels with the following parameters:

- maximum actual weight – 31.5 kg
- the shape of a regular parallelepiped or of a cube, provided that Parcels of an actual weight exceeding 20 kg may only be directed to an address and not for collection from a Pickup Point;

(ii) non-standard Parcels are, i.e. Parcels that meet at least one of the following parameters:

- non-sortable parcels, which prevent automatic sorting due to their shape, dimensions or pose a risk of damage to other parcels in the sorting process; or
- cylindrical, circular, oval (e.g. the tube, the roller with the fabric) shape; or
- irregular shapes, including the Parcels that are not packed in cardboard package of regular shape; or
- containing elements protruding beyond its regular contour or packed in a fabric that prevents the free movement on the sorter (e.g. rubber); or
- foil envelopes (so called foil packs) exceeding 5 kg; or
- or containing tires packed in a way that is inconsistent with DPD guidelines referred to in Article 10 paragraph 10.3 point (i) of these Terms and Conditions; or
- consisting of two or more separate parts connected in one irregular entirety;

provided that the non-standard Parcel does not exceed the maximum parameters of the Parcel specified in Article. 6 paragraph 6.1.2 and 6.2.4 of these Terms and Conditions;

7.3 To determine the actual weight and the dimensional weight, respectively, Article 6 paragraph 6.4 and 6.5 of these Terms and Conditions are applicable.

7.3.1 If it is found that the dimensional weight exceeds the actual weight, the price for the Service is determined by the dimensional weight. This provision applies to Parcels of dimensional weight greater than 10 kg in DPD CLASSIC domestic service, DPD CITY domestic service and parcels exceeding 31.5 kg sent through the domestic service DPD PICKUP, parcels exceeding 10.0 kg sent through international service DPD CLASSIC and service and parcels exceeding 31.5 kg sent through the international service DPD EXPRESS.

7.3.2 Subject to point 7.3.1 for Parcels and Pallets sent by international service DPD Classic and international service DPD MAX, the price of service is determined solely on the basis of the Parcel's or Pallet's actual weight.

7.3.3 It is explicitly agreed that the price for the Service covering the Pallet rendered within the framework of the domestic service DPD CLASSIC is determined on the basis of the dimensional weight not less than 288 kg. If the dimensional or actual weight exceeds 288 kg, the price for the Service covering the Pallet rendered within the framework of the domestic service DPD CLASSIC is determined on the basis of the higher weight.

7.4 It is agreed that the Parcels packed in packaging provided by DPD, referred to in Article 10 paragraph 10.2 of these Terms and Conditions constitute the standard Parcels regardless of the Service rendered.

ARTICLE 8 – Additional services and additional fees

8.1 Regardless of domestic services and international services of DPD, under the conditions specified in the Agreement, RUM, RUK, Price Lists, and these Terms and Conditions DPD offers Additional Services.

8.2 The services provided within the framework of the Domestic services may be extended by the following Additional services:

8.2.1 With regards to the domestic Service DPD CLASSIC:

(i) **Guaranteed delivery**, i.e. additional service consisting in determining the date on which the first attempt of delivery of the Consignment to the Consignee is made, in variant:

DPD 9.30 - in which the first attempt of delivery of the Consignment to the Consignee will be made before 9.30 a.m.

of the first working day after the Consignment is dispatched, in the period from November 1st to March 1st (the day the first attempt of delivery of the Consignment is made) until 10.30 a.m.; the Customer or Consignor acting on behalf of the Customer (not the Customer) is required to verify the availability of this Additional services via the DPD website at www.dpd.com.pl; to commission this Additional service the Customer or the Consignor acting on behalf of the Customer (not the Customer) is obliged to declare its implementation by ticking the appropriate box on the Confirmation Of Dispatch. The service is available for Consignments where the weight of each Parcel in the Consignment does not exceed 31.5 kg

DPD 12.00 – in which the first attempt of delivery of the Consignment to the Consignee will be made before 12.00 of the first working day after the Consignment is dispatched; the Customer or Consignor acting on behalf of the Customer (not the Customer) is required to verify the availability of this Additional services via the DPD website at www.dpd.com.pl; to commission this Additional service the Customer or the Consignor acting on behalf of the Customer (not the Customer) is obliged to declare its implementation by ticking the appropriate box on the Confirmation Of Dispatch. The service is available for Consignments where the weight of each Parcel in the Consignment does not exceed 31.5 kg

DPD FOR THE HOUR - in which the first attempt of delivery of the Consignment to the Consignee will be made at +/- 20 min. in the range between 10.30 - 17.00 of the first working day after the date of the Consignment is dispatched, provided that within the range between 10.30 - 12.00 the price of this Additional service is increased by the price of the Additional service DPD 12.00; The Customer or Consignor acting on behalf of the Customer (not the Customer) is required to verify the availability of this Additional services via the DPD website at www.dpd.com.pl; to commission this Additional service the Customer or the Consignor acting on behalf of the Customer (not the Customer) is obliged to declare its implementation by ticking the appropriate box on the Confirmation Of Dispatch. The service is available for Consignments where the weight of each Parcel in the Consignment does not exceed 31.5 kg

DPD NEXT DAY – in the first attempt of delivery will take place on the first working day after the dispatch of the Consignment; in order to order this additional service, the Customer or Consignor acting on behalf of the Customer (not the Customer) is obliged to declare its implementation by ticking the appropriate box on the Confirmation Of Dispatch;



SATURDAY – in which DPD makes the dispatch of the Parcel possible or makes first attempt of delivery of the Consignment to the Consignee on Saturday between 8.00 - 17.00 provided that Consignment is dispatched last working day before Saturday; to commission this additional Service the Customer or the Consignor acting on behalf of the Customer (not the Customer) is obliged to declare its implementation by ticking the appropriate box on the Confirmation Of Dispatch or when placing an order through Contact Center or other available tools; The service is available for Consignments where the weight of each Parcel in the Consignment does not exceed 31.5 kg

LQ – An additional service available in the domestic service. To commission this additional Service the Customer or the Consignor acting on behalf of the Customer (not the Customer) is obliged to declare its implementation by selecting such service and providing the total weight of the dangerous goods. This service is dedicated only for Customers who have signed a Co-operation Agreement, subject to DPD approval. If the Consignment contains several packages, the Customer or the Consignor acting on behalf of the Customer (not the Customer) shall be obliged to declare which package contains dangerous goods. DPD reserves that this service is available subject to prior confirmation by DPD. Customer or the Consignor acting on behalf of the Customer (not the Customer) is obliged to verify the availability of this Service in the Contact Center.

SUNDAY AND PUBLIC HOLIDAYS – in which DPD makes the dispatch of the Parcel possible or makes first attempt of delivery of the Consignment to the Consignee on Sunday or other public holiday between 8.00 - 17.00, subject to prior settlement of the performance of this additional Service with DPD; The Customer or Consignor acting on behalf of the Customer (not the Customer) is required to verify the availability of this Additional services via the DPD website at www.dpd.com.pl; to commission this Additional service the Customer or the Consignor acting on behalf of the Customer (not the Customer) is obliged to declare its implementation by ticking the appropriate box on the Confirmation Of Dispatch or when placing an order through Contact Center or other available tools. The service is available for Consignments where the weight of each Parcel in the Consignment does not exceed 31.5 kg

(ii) **The monitored tender**, i.e. additional service consisting in provision of additional control of route of the Consignment and informing the Consignor about the delivery of the Consignment to the Consignee; this Additional service is dedicated to Consignments containing documents, particularly the tender documents and its implementation is possible after prior arrangement with DPD;

DPD Polska sp. z o.o., ul. Mineralna 5, 02–274 Warszawa, www.dpd.com.pl, e-mail: dpd@dpd.com.pl, tel. 22 577 55 00, fax 22 577 55 50 The Company entered into the register of entrepreneurs in the District Court for the Capital City of Warsaw, XIV Economic Department of National Court Register, KRS 0000028368, NIP: 526-020-41-10, REGON: 012026421, share capital: 228 604 000 PLN. The Board: Rafał Nawłoka – President of the Board, Henryk Czyż – Vice-President of the Board, Maciej Głowacki – Board Member, Monika Kowalska – Board Member, Tomasz Szalewicz – Board Member, Marta Westrych-Andrzejczyk – Board Member, Łukasz Zembowicz – Board Member

(iii) **C.O.D. Cash on delivery service**, i.e. additional service consisting in collecting receivables from the Consignee for the content of the delivered Consignment and passing it to the Customer; details concerning the implementation of additional COD Cash on delivery service are contained in Article 15 of these Terms and Conditions. Charge for the additional service will not be applied if the COD amount is paid by the Consignee by means of a payment instrument via a POS terminal

(iv) **C.O.D INT Cash on delivery service** i.e. additional service in collecting receivables from the Consignee for the content of delivered international Consignment and passing it to the Customer. Details concerning the implementation of additional COD INT Cash on delivery service are contained in Article 15 of these Terms and Conditions. The service is available to Customers who have signed a Co-operation Agreement, subject to DPD approval. The COD INT amounts are settled no later than within 14 days from the date of delivery of the Consignment.

(v) **C.O.D. Express Cash on delivery service**, i.e. additional service consisting in collecting receivables from the Consignee for the content of delivered Consignment and passing it to the Customer within 2 working days as of the delivery of the Consignment; this Additional service requires prior activation; details regarding the implementation of the additional services C.O.D. Express Cash on delivery service are contained in Article 15 of these Terms and Conditions;

(vi) **Delivered personally**, i.e. additional service consisting in delivery of the Consignment only to the Consignee indicated on the Confirmation Of Dispatch, who is in possession of an individual PIN code; the service is available to Customers upon DPD's approval;

(vii) **SMS Notification**, i.e. additional service involving the delivery to the Consignee, via SMS, of a notification of upcoming Consignment allowing to change interactively the parameters and options of the delivery of the Consignment; this Additional service requires prior activation; condition of this Service is to provide additional mobile phone number and generate Confirmation Of Dispatch through the Application;

(viii) **E-mail Notification**, additional service consisting in informing the Consignee, via e-mail, about the Consignment allowing to change interactively the parameters and options of the delivery of the Consignment; this Additional service requires prior activation; condition of this Service is to provide additional mobile phone number and generate Confirmation Of Dispatch through the Application;

(ix) **E-mail Awizo**, i.e. additional service involving informing the Consignee, via e-mail, about the plan and date of



delivery of the Consignment by Courier and/or unsuccessful attempt of delivery of the Consignment; this additional service requires prior activation, condition of implementation of this additional service is to provide an additional e-mail address and generate Confirmation Of Dispatch through the Application;

(x) **Pickup**, i.e. additional service consisting in:

- dispatch of the Consignment in the Pickup Point. The Consignment must meet the specific criteria specified in Article 6 item 6.1.2 of these Terms, provided that the Consignor possesses Confirmation Of Dispatch generated through the Application, or
- Collection from the Pickup Point, provided that the collecting party provides the Consignment number and the name/surname of the Consignee placed on the Confirmation of Dispatch and presenting an identity document or a relevant authorisation in the form of a PINCODE number or an email with a 2D barcode or via a dedicated mobile app when collecting from a DPD Pickup Station parcel locker; to commission this Additional service the Customer or the Consignor acting on behalf of the Customer (not the Customer) is obliged to declare its implementation by ticking the appropriate box on the Confirmation Of Dispatch, provided that the Consignment to be collected from the Pickup Point meets the specific criteria specified in Article 6 item 6.1.1 of these Terms;

(xi) **Personal Collection**, i.e. additional service consisting in providing consignees the possibility to collect the Consignment at a DPD Depot, provided that the correct number of the Consignment is given and identity document is presented, and if the Consignee is not a natural person - a company stamp, which constitutes a presumed authorization to act on behalf of the Consignee; to order this Additional service the Customer or the Consignor acting on behalf of the Customer (not the Customer) are obliged to declare its implementation by ticking the appropriate box on the Confirmation Of Dispatch;

(xii) **Return to Consignor**, i.e. additional service consisting in providing the Customer or Consignor acting on behalf of the Customer (not the Customer) the possibility to request the cessation of the implementation of the Service during its execution by DPD, and as a consequence return the Consignment to the Consignor; the ordering of this additional Service results in charging the Customer with the costs of dispatch of the Consignment to the Consignor in accordance with these Terms and Conditions and Price List;

(xiii) **Manual Parcel Disposition**, i.e. an additional service available in the domestic service, consisting in providing the Customer or Consignor acting on behalf of the Customer

(not the Customer) the possibility to request the change of parameters of the Service i.e. change of the delivery address, change of the delivery date, return to Sender, redirect to a Pickup point;

(xiv) **Redirection of Consignment**, i.e. additional service consisting in providing the Customer or Consignor acting on behalf of the Customer (not the Customer) the possibility to change the address for delivery of the Consignment indicated in the Confirmation of Dispatch in the course of the implementation of the Service; this Additional service is free of charge, if the redirection occurs within the area of operation of one DPD Branch, otherwise the Customer shall bear the cost of re-dispatch of the Parcel in accordance with these Terms and Conditions and Price List;

(xv) **DOX**, i.e. additional service involving the delivery of the Consignment of actual weight of no more than 0.5 kg packed in a business envelope of DPD; to order this Additional service the Customer or Consignor acting on behalf of the Customer (not the Customer) are obliged to declare its implementation by ticking the appropriate box on the Confirmation Of Dispatch;

(xvi) **Return consignment**, i.e. additional service involving accepting from the Consignee, while delivering the Consignment, other consignment addressed to the Consignor of the original Consignment; time of implementation of this Additional Service is 3 working days as of delivery of the original Consignment; to order this Additional Service the Customer or Consignor acting on behalf of the Customer (not the Customer) is obliged to declare its implementation by ticking the appropriate box on the Confirmation of Dispatch of the original Consignment; it is explicitly agreed that the failure by the Consignee to dispatch the Return Consignment, regardless of the reason for the lack of such dispatch, shall not constitute grounds for refusal of releasing the original Consignment to the Consignee and results in the obligation to pay remuneration for the delivery of the original Consignment;

(xvii) **Return Documents**, i.e. additional service involving the collection of the signature of the Consignee on the document accompanying the Consignment and the return of the indicated document to the Consignor, provided that the return of the document signed by the Consignee shall be implemented by DPD on a weekly basis; to order this Additional Service, the Customer or Consignor acting on behalf of the Customer (not the Customer) are obliged to declare its implementation by ticking the appropriate box on the Confirmation Of Dispatch; in the implementation of this Additional Service DPD takes all possible steps to secure the secrecy of correspondence or other type of confidentiality related to document attached to the Consignment that is to



be returned to the Consignor; ordering this Additional Service, the Customer or Consignor acting on behalf of the Customer (not the Customer), without the need to submit a separate statement, authorizes DPD to access the content of the document attached to Consignment that is to be returned to the Consignor and declares that such access is not an infringement of secrecy of correspondence or other type of secrecy related to the document attached to the Consignment and that it was assured by the Consignee that such access does not infringe any of its rights, including, in particular, the confidentiality of correspondence; the Customer is obliged at its own expense and risk to provide specific, i.e. other than those used by DPD, safeguards to secure the documents attached to the Consignment that are to be returned to the Consignor; if the document attached to the Consignment that is to be returned to the Consignor contains personal data, provisions of Art. 22.14 of these Terms and Conditions shall apply accordingly; declaring this Additional Service, the Customer or Consignor acting on behalf of the Customer (not the Customer) state that they have all necessary consents and statements enabling the implementation of this service by DPD;

(xviii) **Confirmation of delivery of the consignment**, i.e. additional service consisting in provision of a scan of a document attesting to delivery of the Parcel to the Consignee through the DPD Online application within 6 months, from the date of delivery in DPD CLASSIC domestic service, this applies to co-operation agreements. With respect to other Services, the confirmation may be made available in the form of a copy of the document confirming the delivery of the Consignment to the Consignee. For DPD CLASSIC it is possible after six months from the date of delivery; a copy of the confirmation of delivery of the consignment may be sent via e-mail (electronic form) or delivered by Courier (a hard copy); the confirmation is made available for the period of 12 months from the Consignment delivery date;

(xix) **Additional insurance cover**, i.e. additional service consisting in provision of additional insurance protection of particularly valuable Consignment; details concerning the implementation of this Additional Service are contained in Article 20 of these Terms and Conditions;

(xx) **Collection request placed through Contact Center (by telephone/e-mail)**, i.e. additional service charged for each request placed by telephone with a DPD Contact Center operator or through an e-mail sent to the DPD Contact Center e-mail address;

(xxi) **DPD TODAY** i.e. additional service where the first attempt of delivery of the Parcel to the Consignee will be made on the same working day as dispatch. The Customer or

a Consignor acting on its behalf (not the Customer) are obliged to check the availability of this additional service through the website www.dpd.com.pl. In order to order this Service the Customer or a Consignor acting on its behalf (not the Customer) are obliged to declare this order by marking the appropriate box on the Dispatch Confirmation. Dedicated service for Customers who have signed a Co-operation agreement, following DPD's approval.

(xxii) Collection from a DPD Pickup Point, i.e. an additional service consisting on providing The Customer or a Consignor acting on its behalf (not the Customer) with an option to request a delivery to a Pickup Point at the time of ordering the service.

(xxiii) Delivery in Zone 2 and 3 i.e. an additional service consisting in delivery in Zone 2 and 3 defined on the basis of post codes available at www.dpd.com.pl upon charges specified in the Price list.

(xxiii) Ccharge for a reminder to pay i.e. an additional charge of PLN 15 net, calculated for each reminder to pay sent by e-mail or a letter.

8.2.2 In relation to the domestic service PICKUP:

(i) **Guaranteed delivery**, i.e. additional service consisting in determining the date on which the first attempt of delivery of the Consignment to the Consignee is made, in variant:

DPD 9.30 - in which the first attempt of delivery of the Consignment to the Consignee will be made before 9.30 a.m. of the first working day after the Consignment is dispatched, in the period from November 1st to March 1st (the day the first attempt of delivery of the Consignment is made) until 10.30 a.m.;

DPD 12.00 – in which the first attempt of delivery of the Consignment to the Consignee will be made before 12.00 of the first working day after the Consignment is dispatched;

DPD FOR THE HOUR - in which the first attempt of delivery of the Consignment to the Consignee will be made at +/- 20 min. in the range between 10.30 - 17.00 of the first working day after the date of the Consignment is dispatched,

SATURDAY – in which DPD makes the first attempt of delivery of the Consignment to the Consignee on Saturday between 8.00 -17.00 provided that Consignment is dispatched last working day before Saturday. The above additional services are only available for Parcels delivered to an address and do not apply to Parcels to be collected from a DPD Pickup point.

(ii) **C.O.D. Cash on delivery service**, i.e. additional service consisting in collecting receivables from the Consignee for



the content of the delivered Consignment and passing it to the Customer; details concerning the implementation of additional COD Cash on delivery service are contained in Article 15 of these Terms and Conditions.

(iii) **Additional insurance cover**, i.e. additional service consisting in provision of additional insurance protection of the particularly valuable Consignment; details concerning the implementation of this Additional Service are contained in Article 20 of these Terms and Conditions;

(iv) **Option to collect from a DPD Pickup point** i.e. an additional service consisting in enabling the Consignee to collect the Parcel from a DPD Pickup point, provided that the collecting party provides the Consignment number and the name/surname of the Consignee placed on the Confirmation of Dispatch and presenting an identity document or a relevant authorisation in the form of a PINCODE number or an email with a 2D barcode or via a dedicated mobile app when collected from a DPD Pickup station parcel locker. To order this service the Customer or Consignor acting on his behalf (not the Customer) are obliged to declare this order by marking the appropriate box on the Dispatch Confirmation and the Parcel which is to be collected from a Pickup Point meets the relevant criteria specified in art 6 item 6.1.2 of these Terms.

(v) **Delivered personally**, i.e. additional service consisting in release of the Consignment only to the Consignee indicated on the Confirmation Of Dispatch, who is in possession of an individual PIN number. This service is available for Customers upon DPD's approval

(vi) **Return consignment**, i.e. additional service involving accepting from the Consignee, while delivering the Consignment, other consignment addressed to the Consignor of the original Consignment; time of implementation of this Additional Service is 5 working days as of delivery of the original Consignment; to order this Additional Service the Customer or Consignor acting on behalf of the Customer (not the Customer) is obliged to declare its implementation by ticking the appropriate box on the Confirmation of Dispatch of the original Consignment; it is explicitly agreed that the failure by the Consignee to dispatch the Return Consignment, regardless of the reason for the lack of such dispatch, shall not constitute grounds for refusal of releasing the original Consignment to the Consignee and results in the obligation to pay remuneration for the delivery of the original Consignment. Furthermore DPD is not responsible for actions of the Consignee who is dispatching the return consignment. The return consignment should have actual weight and dimensions not exceeding the original Parcel, otherwise DPD reserves the right not to perform such additional Service;

(vii) **Return to Consignor**, i.e. additional service consisting in providing the Customer or Consignor acting on behalf of the Customer (not the Customer) the possibility to request the cessation of the implementation of the Service during its execution by DPD, and as a consequence return the Consignment to the Consignor; the ordering of this additional Service results in charging the Customer with the costs of dispatch of the Consignment to the Consignor in accordance with these Terms and Conditions and Price List;

8.2.3 In relation of the urban service DPD CITY:

(i) **Sending via conductor mail**, i.e. additional service involving the dispatch of the Consignment by conductor mail by Courier to the Consignee located in a different city than the Consignor; this Additional Service is available only for Parcels with dimensions of 20 cm x 40 cm x 50 cm and a maximum weight of 10 kg; to order this Additional Service the Customer or Consignor acting on behalf of the Customer (not the Customer) is obliged to declare its implementation via the Contact Center and by ticking the appropriate box on the Confirmation Of Dispatch;

(ii) **Collection from the conductor mail and delivery**, i.e. additional service involving the collection by the Courier of a Consignment sent by conductor mail and delivering it to the Consignee; this Additional Service is available only for Parcels with dimensions of 20 cm x 40 cm x 50 cm and a maximum weight of 10 kg; to order the Additional Service the Customer or Consignor acting on behalf of the Customer (not the Customer) are obliged to declare its implementation via the Contact Center and by ticking the appropriate box on the Confirmation Of Dispatch;

(iii) **Delivered personally**, i.e. additional service consisting in release of the Consignment only to the Consignee indicated on the Confirmation Of Dispatch, who is in possession of an individual PIN number.; Service available to Customers upon DPD's approval

(iv) **Return delivery/original confirmation of delivery of the consignment**, i.e. additional service involving acceptance from the Consignee of another consignment addressed to the Consignor of the original Consignment; in special cases, the Return Consignment is the original Dispatch Confirmation of the original consignment; to order this Additional Service the Customer or Consignor acting on his behalf (not the Customer) are obliged to declare its implementation by ticking the appropriate box on the Confirmation Of Dispatch of the original Consignment;

(v) **Additional insurance cover**, i.e. additional service consisting in provision of additional insurance protection of the particularly valuable Consignment; details concerning

the implementation of this Additional Service are contained in Article 20 of these Terms and Conditions;

(vi) **Dedicated transport – Superexpress**, i.e. additional service consisting in provision of a Service by a dedicated transport, implementation of this Additional Service depends on the necessity to obtain by the Customer or Consignor acting on behalf of the Customer (not the Customer) of confirmation of its implementation by DPD; DPD reserves the right not to perform this Service due to lack of service availability;

(vii) **CITY Express**, i.e. additional service consisting in performance of the first attempt of the delivery of the Consignment to the Consignee within 2 hours as of the moment of the acceptance of the order via the Contact Center; implementation of this Additional Service depends on the necessity to obtain by the Customer or Consignor acting on behalf of the Customer (not the Customer) of the confirmation of the possibility of its implementation by DPD;

(viii) **Super CITY Express**, i.e. additional service consisting in performance of the first attempt of the delivery of the Consignment to the Consignee within 1 hour as of the moment of the acceptance of the order via the Contact Center; implementation of this Additional Service depends on the necessity to obtain by the Customer or Consignor acting on behalf of the Customer (not the Customer) of the confirmation of the possibility of its implementation by DPD;

8.3 Services offered within the framework of the International Services may be extended with the following Additional Services:

8.3.1 In relation to the International Service DPD CLASSIC provided that, in accordance with the Price List the availability of Additional Services may differ in variant DPD CLASSIC EXPORT and DPD CLASSIC IMPORT:

(i) **DPD Guarantee**, i.e. additional service consisting in attempt of delivery of the Consignment at a specified time resulting from the Price List; this Additional Service is available in selected countries; the Customer or Consignor acting on behalf of the Customer (not the Customer), are required to verify the availability of this Additional Services through the DPD website at www.dpd.com.pl or Contact Center;

(ii) **Collection Request**, i.e. additional service involving collection of the Consignment from the Consignor outside the borders of the Republic of Poland and delivery to the Consignee on Polish territory; this Additional Service is available through the Application, provided that the day of the order of the service and its implementation is a working day; the process of import from third countries can take

place via a tax representative; for any customs duties on imports, the Customer may be charged a separate debit note; this Additional Service covers also the order of collection of the Pallets from countries listed in the Price List; detailed explanation regarding the import process is provided by Contact Center;

(iii) **Pickup**, i.e. an additional service involving:

- dispatch, in the Pickup Point, of a Consignment meeting the specific criteria specified in Article 6 paragraph 6.2.4 of these Terms, provided the Consignor is in possession of the Confirmation of Dispatch, generated from the Application, or
- collection from the Pickup Point provided that the correct Consignment number is provided together with the name/surname of the Consignee placed on the Confirmation of Dispatch, presenting an identity card or a relevant authorisation in the form of a collection code or an email with a 2D barcode, via a dedicated mobile app when using DPD Pickup Station parcel locker, or another way accepted in the country of delivery.

to order this Additional Service the Customer or Consignor acting on behalf of the Customer (not the Customer) is obliged to declare its implementation via the Contact Center and by ticking the appropriate box on the Confirmation of Dispatch, provided the Consignment to be collected from the Pickup Point meets the criteria specified in Article 6 paragraph 6 item 6.2.4 of these Terms.

(iv) **Customs clearance (export)**, i.e. additional service consisting in performance by DPD of the customs clearance at the export to the countries outside the Common Customs Area of the European Union; the price of this Additional Services includes export clearance, along with generation of relevant electronic messages (1 custom tariff code) and the costs of recovery of the consignment from the Common Customs Area; the price of this Additional Services does not include the costs of customs clearance in the importing country; the fee for each additional Customs tariff code is calculated in accordance with the current Price List for international services DPD CLASSIC; the Consignments that are subject to customs clearance are delivered under the terms of DAP (Delivered at Place); When shipping to Switzerland or Norway, it is permissible to specify different conditions for delivery according to Incoterms 2010, with the proviso that the Consignor undertakes to pay tax - customs fees in case of refusal to settle these fees by the Consignee; Customs clearance time is not included in transit time (in particular, customs clearance in the importing country, the duration of which depends largely on the quality of cooperation of the Consignee with the appropriate Customs Office and efficiency in the settlement of custom duties and taxes); DPD has no influence on the duration of



customs clearance; detailed explanation regarding necessary documents and performance of customs clearance is provided by Contact Center; DPD reports that localities listed below situated on the territory of the Member States of the European Union are excluded from the customs territory of the EU and therefore are subject to customs clearance:

- Büsingen 78263 - 78266, Germany,
- Livigno 23041, Italy,
- o Campione d'Italia 22061, Italy (or 6911 on the Swiss side),

and international institutions such as UN, UNESCO, etc., located in Switzerland are custom exclaves and therefore the Consignments addressed to these institutions are subject to the zone additional charge. This service is governed by the General Terms of GeoPost Capital Group (GTC), however, save for Agreements concluded with the Customer within the meaning of Article 22¹ of the Civil Code, DPD reserves the right to temporary or permanent change of availability of this service, at its own discretion (including limited availability or temporary suspension). Neither the Customer nor the Consignor (not the Customer) are entitled to any claims with respect to limited availability of the Service. In the event of additional costs incurred with performance of this Service, the Customer is obliged to cover or return such costs to DPD.

(v) **Customs clearance (Import)**, i.e. additional service consisting in performance by DPD of the customs clearance at import from countries from outside the Common Customs Territory of the European Union; the price of this Additional Service includes the import clearance along with generating relevant electronic messages (1 custom tariff code) and the costs of recovery of the consignment from the Common Customs Area performed by the tax representative in the Customs Office of entry; the price for each additional custom tariff code is calculated in accordance with currently applicable Price List for international services DPD CLASSIC; the Consignments that are subject to customs clearance are delivered under the terms of EXW (Ex-works); The Consignee is obliged to cover the custom duties and taxes after crossing the border of the Common Customs Area; detailed information regarding the necessary documents and performance of customs clearance is provided by Contact Center; DPD informs that localities listed below situated on the territory of the Member States of the European Union are excluded from the customs territory of the EU and therefore are subject to customs clearance:

- Büsingen 78263 - 78266, Germany,
- Livigno 23041, Italy,
- o Campione d'Italia 22061, Italy (or 6911 on the Swiss side),

and international institutions such as UN, UNESCO, etc., located in Switzerland are custom exclaves and therefore the Consignments addressed to these institutions are subject to the zone additional charge. This service is governed by the General Terms of GeoPost Capital Group (GTC), however, save for Agreements concluded with the Customer within the meaning of Article 22¹ of the Civil Code, DPD reserves the right to temporary or permanent change of availability of this service, at its own discretion (including limited availability or temporary suspension). Neither the Customer nor the Consignor (not the Customer) are entitled to any claims with respect to limited availability of the Service. In the event of additional costs incurred with performance of this Service, the Customer is obliged to cover or return such costs to DPD.

(vi) **Confirmation of Delivery of the Consignment**, i.e. additional service consisting in delivery to the Customer or Consignor acting on behalf of the Customer (not the Customer) of the document confirming the delivery of the Consignment to the Consignee; the order of this additional Service takes place through the issuance by the Customer or Consignor acting on his behalf (not the Customer) of additional relevant written instruction and may relate to the Consignments delivered not later than 30 days prior to the commission of the Additional Service; in relation to the Consignments delivered earlier than 30 days prior to the order of this Additional Service the duration of the implementation of the Additional Services may amount to more than 10 working days;

(vii) **SMS/E-mail Notification I**, i.e. additional service involving sending to the Consignee, via SMS, notification about the Consignment to be received allowing interactive change of the parameters of the delivery of the Consignment; this Additional Service is implemented free of charge as part of the DPD CLASSIC EXPORT service and automatically activated when entering on Confirmation Of Dispatch the phone number to the Consignee; List of countries where the service is performed is available on www.dpd.com.pl;

(viii) **Additional insurance cover**, i.e. additional service consisting in provision of additional insurance protection to the particularly valuable Consignment; details concerning the implementation of the Additional Service are contained in Article 20 of these Terms and Conditions.

Collection request placed through Contact Center (by telephone/e-mail), i.e. additional service charged for each request placed by telephone with a DPD Contact Center operator or through an e-mail sent to the DPD Contact Center e-mail address;



(ix) Security charge i.e. an additional charge collected on each Parcel sent in DPD CLASSIC EXPORT and DPD CLASSIC IMPORT service, resulting from the necessity to take additional actions to provide protection of the parcel in accordance with Art 28.

8.3.2 In relation to the International Services DPD EXPRESS and DPD MAX:

(i) **Additional insurance cover**, i.e. additional service consisting in provision of additional insurance protection of particularly valuable Consignment; details concerning the implementation of this Additional Service are contained in Article 20 of these Terms and Conditions.

8.3.3 In relation to the international services PICKUP

(i) **Additional insurance cover**, i.e. additional service consisting in provision of additional insurance protection of particularly valuable Consignment; details concerning the implementation of this Additional Service are contained in Article 20 of these Terms and Conditions.

(ii) **Collection from a DPD Pickup point**

point i.e. an additional service consisting in enabling the Consignee to collect the Parcel from a DPD Pickup point, provided that the collecting party provides the Consignment number and the name/surname of the Consignee placed on the Confirmation of Dispatch and presenting an identity document or a relevant authorisation in the form of a PINCODE number or an email with a 2D barcode, or via a dedicated mobile app when using DPD Pickup Station parcel locker. To order this service the Customer or Consignor acting on his behalf (not the Customer) are obliged to declare this order by marking the appropriate box on the Dispatch Confirmation and the Parcel which is to be collected from a Pickup Point meets the relevant criteria specified in art 6 item 6.2.4 of these Terms. Service subject to availability.

8.4 In connection with the provision of domestic services DPD is entitled to charge and collect additional fees in accordance with the Price List.

8.4.1 With respect to the domestic Service DPD CLASSIC the price for the Service is increased by the following additional charges:

(i) **Non-standard Parcel**, i.e. for an additional fee associated with dispatch of the non-standard Parcel or nonstandard Pallet within the meaning of Article 7 of these Terms and Conditions;

(ii) **Further delivery attempt**, i.e. an additional fee associated with the second delivery attempt of DPD, if the

attempt was unsuccessful; this additional fee is charged also for each subsequent delivery attempt of the Consignment to the Consignee;

(iii) **The collection order**, i.e. an additional fee associated with the collection of the Consignment from a third party on behalf of the Customer or Consignor acting on behalf of the Customer (not the Customer);

(iv) **Parcel Storage**, i.e. an additional fee associated with the storage of the Consignment in the DPD warehouse due to inability of its delivery that is calculated as of the third working day from the date of collection of the Consignment by DPD warehouse (not including weekends);

(v) **Pallet Storage**, i.e. an additional fee associated with the storage of the Pallet or items of actual weight exceeding (in total) 50 kg, or items constituting the Consignment, placed on a right structure dedicated to transport, stored in the DPD warehouse due to inability of delivery. The payment is calculated as of the third working day from the date of acceptance of the Consignment by DPD (not including weekends);

(vi) **Handwritten waybill**, i.e. an additional fee associated with dispatch of the Consignment on the basis of the Confirmation Of Dispatch prepared using the waybill filled out by hand;

(vii) **Futile attempt of collection**, i.e. an additional fee for making the Courier available, in accordance with the Customer's or person acting on behalf of the Customer (not the Customer) instructions, for the collection of the Consignment from the Consignor if the Consignor does not release the Consignment to the Courier;

(viii) **Waiting time**, i.e. an additional fee associated with the waiting of the Courier to dispatch or deliver the Consignment for more than 10 min;

(ix) **Return to Consignor**, i.e. an additional fee associated with the necessity to return the Consignment to the Consignor, that could not be delivered due to incorrect data of the Consignee, refusal to accept the Consignment by the Consignee, the refusal to pay duties within the framework of the Additional Service C.O.D. Cash on Delivery or C.O.D. Express Cash on Delivery by the Consignee, ineffective exhaustion of the limit of delivery attempts of the Consignment or gross excess of the maximum parameters of the Consignment specified in Article 6 of these Terms and Conditions.

(x) **Card payment COD**, i.e. an additional charge associated with an additional service i.e. COD or COD Express, made by

means of a payment instrument (e.g. by bank card or through so called BLIK system).

In the event of COD payment made by card by the Consignee, the Consignor is not additionally charged for the additional service i.e. COD

(xi) **COD payment made by cash** i.e. the additional charge due to the mode of payment for an additional service i.e. C.O.D or C.O.D Express paid by cash or C.O.D. INT, subject to point 15.8

(xii) **Repacking** – i.e. an additional fee for repacking of the Parcel, if it is required, i.e. when the parcel is damaged, in incorrect packaging, poses a risk of damage to the sorter or injury to the staff, which also includes lack of possibility of safe transport and delivery to the Consignee.

8.4.2 With respect to the domestic service PICKUP the price for Service is increased by the following additional charges:

(i) **Non-standard Parcel**, i.e. by an additional fee associated with dispatch of non-standard Parcel or nonstandard Pallet within the meaning of Article 7 of these Terms and Conditions;

(ii) **Return to Consignor**, i.e. an additional fee associated with the necessity to return the Consignment to the Consignor, that could not be delivered due to incorrect data of the Consignee, refusal to accept the Consignment by the Consignee, the refusal to pay duties within the framework of the Additional Service C.O.D. Cash on Delivery by the Consignee, ineffective exhaustion of the limit of delivery attempts of the Consignment or gross excess of the maximum parameters of the Consignment specified in Article 6 item 6.12 of these Terms and Conditions.

(iii) **Charge for dimensional weight** i.e. an additional fee in connection with dispatch of a Parcel whose dimensional weight calculated on the basis of item 6.4 of these Terms exceeds 31.5 kg

8.4.3 With respect to the domestic service DPD CITY the price for the Service is increased by the following additional charges:

(i) **Waiting time**, i.e. an additional fee associated with the waiting of the Courier to dispatch or deliver the Consignments for more than 10 min;

(ii) **Collection or delivery of the Consignment from or to a an individual**, i.e. an additional fee associated with the requirement to collect the Parcel or to deliver it to the consumer within the meaning of Article 22¹ CC;

(iii) **Valuable consignments**, i.e. an additional fee associated with the declaration of the Customer or person acting on behalf of the Customer (not the Customer) on the Confirmation of Dispatch of the value of the Consignment for an amount exceeding PLN 1000.00;

it is explicitly agreed that this fee does not exclude other provisions of these Terms and Conditions, in particular the obligation to use an Additional Service i.e. Additional insurance cover;

(iv) **Dispatch and/or delivery of the Parcel on weekdays between 17.00 - 19.00 and on Saturdays 8.00 - 19.00**, i.e. an additional fee associated with dispatch and/or delivery of the Consignment on a working day between 17.00 - 19.00 or on Saturdays between 8.00 - 19.00;

(v) **The dispatch and/or delivery of the Parcel on weekdays and Saturdays between 19.00 - 8.00 and on Sundays and public holidays**, i.e. an additional fee associated with dispatch and/or delivery of the Consignment on working day and on Saturday between 19.00 - 8.00 and on Sunday and public holidays.

8.5 In connection with the provision of international services DPD is entitled to charge and collect additional fees in accordance with the Price List.

8.5.1 With respect to the International Service DPD CLASSIC the price for the Service is increased by the following additional fees, provided that, in accordance with the Price List the catalogue of additional fees may differ in variant DPD CLASSIC EXPORT and DPD CLASSIC IMPORT:

(i) **Non-standard Parcel**, i.e. by an additional fee associated with dispatch of non-standard Parcel or nonstandard Pallet within the meaning of Article 7 of these Terms and Conditions;

(ii) **Tires**, i.e. an additional fee associated with dispatch of the Consignment containing the tires, in relation to which the Customer or Consignor acting on behalf of the Customer (not the Customer) did not mark on the Confirmation Of Dispatch the appropriate box "Tires";

(iii) **Additional custom tariff code**, i.e. an additional fee associated with the implementation of the Additional service Customs clearance; within the framework of the price of the Additional service the Customs clearance includes one custom tariff code, for each new custom tariff code an additional fee is charged;

(iv) **Handwritten waybill**, i.e. an additional fee associated with dispatch of the Consignment on the basis of the Confirmation Of Dispatch prepared using the waybill filled out by hand;



(v) **Futile attempt of collection**, i.e. an additional fee related to the availability of the Courier, in accordance with the instructions of the Customer or Consignor acting on behalf of the Customer (not the Customer), to receive the Consignment from the Consignor, when the Consignor does not release the Consignment to the Courier;

(vi) **Return to Consignor**, i.e. an additional fee associated with the need to perform a return to the Consignor of the Consignment, which could not be delivered because of exceeding the maximum parameters of the Consignments specified in Article 6 of these Terms and Conditions; this additional fee is charged in accordance with the Price List applicable to domestic services.

(vi) **Repacking** – i.e. an additional fee for repacking of the Parcel, if it is required, i.e. when the parcel is damaged, in incorrect packaging, poses a risk of damage to the sorter or injury to the staff, which also includes lack of possibility of safe transport and delivery to the Consignee.

8.5.2 With respect to the International Service DPD EXPRESS the price for the Service is increased by the following additional fees:

(i) **Futile attempt of collection**, i.e. an additional fee related to the availability of the Courier, in accordance with the instructions of the Customer or Consignor acting on behalf of the Customer (not the Customer), to receive the Consignment from the Consignor, when the Consignor does not release the Consignment to the Courier;

(ii) **Return to Consignor**, i.e. an additional fee associated with the need to perform a return to the Consignor of the Consignment, which could not be delivered because of exceeding the maximum dimensions of the Parcels or Pallets that constitute the Consignment specified in Article 6 of these Terms and Conditions; this additional fee is charged in accordance with the Price List applicable to domestic services.

8.5.3 With respect to the International Service DPD MAX the price for the Service is increased by the following additional fees:

(i) **Futile attempt of collection**, i.e. an additional fee related to the availability of the Courier, in accordance with the instructions of the Customer or Consignor acting on behalf of the Customer (not the Customer), to receive the Consignment from the Consignor, when the Consignor does not release the Consignment to the Courier;

(ii) **Return to Consignor**, i.e. an additional fee associated with the need to perform a return to the Consignor of the Consignment, which could not be delivered because of

exceeding the maximum dimensions of the Parcels or Pallets that constitute the Consignment specified in Article 6 of these Terms and Conditions; this additional fee is charged in accordance with the Price List applicable to domestic services.

(iii) **Manual waybill** i.e. an additional fee in connection with dispatch of a Consignment on the basis of a Dispatch Confirmation provided in a hand filled form.

8.5.4 In relation to the international PICKUP service the price for the Service is increased by the following additional fees:

(i) **Non-standard Parcel**, i.e. by an additional fee associated with dispatch of a Consignment where at least one Parcel meets the definition of a non-standard parcel within the meaning of Article 7 of these Terms and Conditions;

(ii) **Return to Consignor**, i.e. an additional fee associated with the need to perform a return to the Consignor of the Consignment, which could not be delivered because of wrong details of the Consignee, refusal to accept the Consignment by the Consignee, refusal to pay for the additional C.O.D, service by the Consignee, exhausting the number of delivery attempts or exceeding the maximum dimensions of Consignment specified in Article 6 item 6.2.4 of these Terms and Conditions; this additional fee is charged in accordance with the Price List applicable to domestic services.

8.6 In relation to service PICKUP

8.6.1 Pickup Service may be provided by means of

(i) dispatch of the Consignment in the Pickup Point
(ii) collection of the Consignment from the Pickup Point
(iii) redirecting the Consignment to the Pickup Point as a result of an operational process.

8.6.2 Redirection of the Consignment to the Pickup Point as a result of an operational process shall occur if the following conditions are met, subject to paragraph 8 item 8.6.3 of these Terms:

(i) each parcel in the Consignment meets the maximum dimensions of Parcels specified in Article 6 paragraph 6.1.1 of these Terms;
(ii) DPD has made an unsuccessful attempt of delivery of the Consignment to the address stated on the Confirmation of Dispatch;
(iii) contact data for the Consignee (i.e. mobile telephone number or e-mail address) have been provided on the Confirmation of Dispatch.



8.6.3 The Customer or Consignor acting on behalf of the Customer who is not the Customer (within the meaning of art 22¹ of the Civil Code), understands that due to the fact that DPD reserves the right to redirect the Consignment to a Pickup Point after the first failed delivery attempt, the Customer or Consignor acting on behalf of the Customer (not the Customer) within the meaning of art 22¹ of the Civil Code is not entitled to any claims in connection with such fact.

8.6.4 In justified cases, DPD reserves the right to deliver the Consignment with the Pickup Service directly to the Consignee, to the address provided on the Confirmation of Dispatch or to direct the Consignment to a different Pickup Point than the one specified on the Confirmation of Dispatch. Justified cases are as mainly, but not limited to:

- (i) dimensions of at least one parcel in the Consignment, declared by the Consignor do not meet the maximum dimensions of Parcels covered by the Pickup Service or the parameters of at least one Parcel in the Consignment do not allow for delivery of the Service to the Pickup Point specified by the Consignor on the Confirmation of Delivery;
- (ii) Pickup Point to which the Consignment was directed is not active;
- (iii) there are other Consignments directed to the same Consignee, at the same time, which cannot be directed to the Pickup Point for collection;
- (iv) additional services for the Consignment, marked by the Consignor on the Confirmation of Dispatch do not allow for redirection of the Consignment to the Pickup Point for collection by the Consignee.

8.6.5 Pickup service is effected through the network of Pickup Points. The current list of Pickup Points where Consignments can be dispatched or collected, is available at www.dpd.com.pl

8.6.6 The Pickup Service is territorially limited. The Customer or Consignor acting on behalf of the Customer (not the Customer), before ordering the Service, is obliged to verify its availability through the Application, DPD website www.dpd.com.pl or the Contact Center. Except the agreements concluded with Customers who are consumers within the meaning of paragraph 22¹. Of the Civil Code DPD, at its sole discretion, is entitled to make temporary or permanent changes regarding the availability of the Pickup Service, especially to limit, extend, suspend, change of Pickup Point locations, change of Pickup Point opening hours. The Customer or Consignor acting on behalf of the Customer (not the Customer) are not entitled to any claims against DPD in connection with the above.

8.6.7 Date of dispatch of the Consignment for the Pickup Service is considered to be the date of no later than the first

working day after the day when the Consignment was surrendered at the Pickup point. DPD reserves the right to collect the Consignment from the Pickup Point on the same day it was surrendered by the Consignor to the Point. Duration of the Pickup Service is calculated from the day of dispatch of the Consignment.

8.6.8 In the event of collection from the Pickup Point or redirection of the Consignment to the Pickup Point as a result of operational procedure, DPD shall inform the Consignee by text message or e-mail of the fact that the Consignment was delivered to the Pickup Point and will provide all information necessary to collect such Consignment. In the situation described in the preceding sentence, the Customer or Consignor acting on behalf of the Customer (not the Customer) understands that delivery of the Consignment to the Pickup Point shall be considered as a delivery attempt of the Consignment by DPD.

8.6.9 The Consignment which was delivered to the Pickup Point for collection by the Consignee (article 8 paragraph 8.6.1 point (i) and a Consignment which arrived at a DPD Pickup point as a result of operational processing specified in paragraph 8, art. 8.6.2 shall remain in the Pickup Point for the period of 3 working days, where the day of handover to a Pickup Point is day zero. calendar day starting from delivery to the Pickup Point. In the event the Consignee fails to collect the Consignment within the timeframes specified above, the Consignment shall be returned to the Consignor.

8.6.10 The Parcel is released to the Consignee from the Pickup Point, provided that the Consignee supplies the correct Consignment number and the name/surname of the Consignee placed on the Confirmation of Dispatch and presenting an identity document or a relevant authorisation in the form of a PINCODE collection code or an email with a 2D barcode, or by a dedicated mobile app if collected from a DPD Pickup Station parcel locker.

8.6.11 In the event the Consignee provides a third party with all information necessary to collect the Consignment from the Pickup Point, DPD shall release the Consignment to such third party provided that such party supplies the correct Consignment number and the name/surname of the Consignee placed on the Confirmation of Dispatch and that the PINCODE collection code or the email with the 2D barcode, or access to a dedicated mobile app if collected from a DPD Pickup Station parcel locker is verified. The fact that upon collection of the Consignment from the Pickup Point, such third party uses the correct Consignment number and the name/surname of the Consignee placed on the Confirmation of Dispatch, the PINCODE collection code or an email with a 2D barcode, or access to a dedicated mobile app if collected from a DPD Pickup Station parcel

locker is considered to be an authorisation granted by the Consignee to such third party to collect the Consignment on the Consignee's behalf.

8.7 It is explicitly agreed that in respect to the obligation to provide Additional services, charging the additional services with costs and increasing the price for the service with the additional fee, depends on the content of the Confirmation of Dispatch, not an order of the Service, regardless of how the order of the Service is made. In the indicated range the Customer shall be liable for the actions or omissions of the Consignor acting on behalf of the Customer (not the Customer) filling the Confirmation of Dispatch.

8.10 The Customer who concluded a cooperation agreement with DPD acknowledges that DPD may charge him with the so-called the seasonal surcharge during the parcel peak during the period between November 15th and December 31st each year ("Seasonal Surcharge"). The amount of the seasonal fee will be published on the DPD website www.dpd.com.pl two weeks in advance, indicating the exact time of its validity in the above-mentioned period and its amount. The maximum amount of the seasonal fee will not exceed:

(i) for the weight range of parcels 0.00-20.00 kg - PLN 0.50 per parcel,

(ii) for the weight range of parcels over 20.00-31.50 kg - PLN 1.00 per parcel,

(iii) for the weight range of packages and pallets over 31.50 kg - PLN 10 per package / pallet,

(iv) for the weight range of packages and non-standard pallets (exceeding technical parameters) - will not exceed PLN 60.

8.11 The Customer who concluded a co-operation agreement with DPD acknowledges that DPD may charge him a so-called energy surcharge, added to each parcel. The amount of energy surcharge will be published on the DPD website www.dpd.com.pl with two weeks' notice, with an indication of the exact date of coming into force.

8.12 At the Consignee's request, DPD may provide delivery services using the option: "Option - Safe Place" or "Option - Delivery to a Neighbour". The rules for exercising these options are set out in the Appendix to these Terms.

8.13 With respect to Customers who concluded a co-operation agreement with DPD and the orders they place with an additional C.O.D. Cash on Delivery service or C.O.D. INT Cash on Delivery service, which relate to delivery of more than 20 Consignments to the same Consignee on the

same day, DPD has the right to call for collection of such Consignments in the indicated depot and the Customer undertakes to inform the Consignee of such fact. The Customer or the Consignor acting on behalf of the Customer (not the Customer) are not entitled to any claims in connection with the method of delivery described in the previous sentence.

ARTICLE 9 – Dispatch and release of the Consignments to the Consignees

9.1 Unless these Terms and Conditions provide otherwise or anything else results from individual arrangements between Customer and DPD, the Customer, or Consignor acting on behalf of the Customer (not the Customer) orders performance of Services.

9.1.1 In the event of a Co-operation Agreement:

- (i) using the form available on the website at www.dpd.com.pl;
- (ii) through the Application;
- (iii) by electronic mail to the following address: cc@dpd.com.pl; with the reservation that DPD is entitled to charge for such order in accordance with the current domestic price list;
- (iv) by telephone at 22 577 55 55 or 801 400 373, with the reservation that DPD is entitled to charge for such order in accordance with the current domestic price list;
- (v) personally at the DPD Branch.

9.1.2 In the event of an agreement – by submitting the Parcel to the DPD PICKUP point or during collection by a courier (through the Application or directly).

9.1.3 Ordering the International services DPD CLASSIC IMPORT can only take place through the Application by the functionality of the "Collection order", provided that the day of the order of this service and its implementation is a working day.

9.2 In case of discrepancies between the contents of the order regardless of the form of the order, when the Confirmation of Dispatch, its conditions, duties of the Customer, the Consignor (not the Customer), the Consignee or DPD the content of the Confirmation of Dispatch is binding.

9.3 Detailed conditions for the acceptance of the Consignments for the implementation of the Services are contained in the Rules of admission of the goods to the carriage in DPD constituting Appendix to these Terms and Conditions.

9.3.1 Unless the Customer or Consignor acting on behalf of the Customer (not the Customer) does not order the



Services in the DPD Branch, the Parcels with a weight of less than 31.5 kg, DPD receives in the seat, place of residence or place designated by the Customer and delivers them to the address of the Consignee indicated in the Confirmation Of Dispatch.

It is explicitly agreed that the Courier is not obliged to bring in the Parcel to a particular room indicated by the Consignee.

9.3.2 The Pallets are received from the Consignor and delivered to the Consignee in a place available for trucks providing loading and unloading ramp.

It is explicitly agreed that the Courier is not required to place the Pallets on the loading platform and to take the Pallets of this loading platform. DPD does not provide service to return the carrier.

9.3.3 In the event of the Co-operation Agreement, the Customer or Consignor acting on behalf of the Customer (not the Customer), and the Consignee may change the way of acceptance and release of the Consignment. The costs associated with such change shall be borne by the Customer.

9.4 The Customer acknowledges that some of the Services and additional Services have limited territorial availability. The Customer or Consignor acting on behalf of the Customer (not the Customer), before commissioning the Service, is required to verify the availability of the services through the DPD website at www.dpd.com.pl or Contact Center. Apart from agreements concluded with the Customer who is a consumer within the meaning of article 22¹ of the Civil Code DPD is authorized to perform temporary or permanent change in the availability of the Services at its sole discretion (including restricting the availability of the Service, temporarily suspend the implementation of the Services, expanding the availability of the Services). Neither the Customer nor the Consignor (not the Customer) is entitled to any claims related to the limited availability of particular Service, its suspension or modification of the scope of the availability of particular Service. In case of extension of the availability of the Service the price for the newly available Services shall be determined on the basis of currently valid Price List.

9.5 Subject to paragraph 9.5.1 release of the Consignment to the Consignee is confirmed with Consignee's signature or a PIN code.

9.5.1 DPD can use electronic devices to confirm the delivery of the Consignment. By the conclusion of the Agreement, the Customer and Consignor acting on behalf of the Customer (not the Customer) accept confirmation of delivery consisting in submission by the Consignee of an

electronic signature which will record the image of this signature. Placing a signature by the Consignee on an electronic device is a sufficient proof of delivery of the Consignment. The Customer, as well as Consignor acting on behalf of the Customer (who is not the Customer) is not entitled to any claims associated with the confirmation of the delivery of the Consignment using the electronic device.

9.6 Unless DPD implements the additional services Personal Delivery to the Recipient, the delivery of the Consignment, and consequently proper implementation of the Service, is synonymous with delivery of the Consignment to the address specified in the Confirmation Of Dispatch.

9.6.1 It is explicitly agreed that if the Consignee of the Consignment is a consumer within the meaning of art 22¹ of the Civil Code and the Service is provided within the framework of the International Service DPD CLASSIC in the variant DPD CLASSIC EXPORT with the absence of the possibility of delivering Consignments to the address indicated in the Confirmation of Dispatch for the reasons for which DPD is not responsible, the Consignment may be released to a third party on the conditions accepted in the country of delivery.

9.7 on 24th and 31st December the services are rendered as on a Saturday, unless these days fall on Sunday.

9.8 DPD enables Consignment tracking through the website www.dpd.com.pl (Track and Trace) and in the event of a Co-operation Agreement also via text messages. Detailed rules of use of SMS messages are specified in the conditions of Track and Trace via SMS service, which are attached hereto.

ARTICLE 10 –Preparing the Consignment

10.1 The Customer or Consignor acting on behalf of the Customer (not the Customer) is responsible for preparing the Consignment in a way enabling the proper implementation of the Service by DPD. Proper preparation of the Consignment shall mean in particular:

(i) packing the Consignment so as to ensure security of the Consignment, other Consignments and means of carriage used to implement the Service; packaging should, in particular, prevent access to the contents of the Consignment without leaving visible traces, be properly fixed taking into account the size, weight and contents of the Consignment, preventing the movement of the contents of the Consignment, ensuring the proper implementation of the Services without losses and damages to the contents of the Consignment;

(ii) placing on the consignment proper and legibly filled Confirmation Of Dispatch without crossing out and

corrections. The Customer acknowledges that it is not authorized to change the form and contents of Confirmation of Collection required by DPD, in particular by putting on Confirmation Of Dispatch of trademarks, logos and other graphic signs identifying the Customer, the Consignor (not the Customer) or the Consignee. The Consignor is responsible for all data placed on the Confirmation of Dispatch.

(iii) correctly providing DPD with personal data needed for provision of Services in order to ensure integrity and prevent adverse effect on the data subjects' privacy (Consignors and Consignees).

10.1.1 Except the agreements with the Customer who is a customer within the meaning of article 22¹ of the Civil Code, in case of doubts regarding any data contained in the text of the Confirmation of Dispatch resulting from the way of completing by the Customer or Consignor acting on behalf of the Customer (not the Customer) within the meaning of art 22¹ of the Civil Code DPD reserves the right to resolve these doubts at its sole discretion, taking into account the likely content of the data to which these doubts relate. Neither the Customer nor the Consignor (who is not the Customer) within the meaning of art 22¹ of the Civil Code is entitled to any claims arising from the manner of resolving by DPD the doubts regarding the data contained in the Confirmation Of Dispatch.

10.2 To ensure the proper preparation of the Consignment DPD may provide the Customer or the Consignor (who is not the Customer) free of charge packaging prepared by DPD, as well as, for a fee specified on the website of the DPD at www.dpd.com.pl, packaging used to protect Consignments with special contents.

10.2.1 It is clearly agreed that if the packaging provided by DPD, regardless of whether they were made available for a fee or free of charge, may be used only in connection with the order of Services of DPD.

10.3 To ensure proper preparation of the Consignment DPD recommends to familiarize with the following documents specifying the detailed requirements for the protection of the Consignment:

(i) Instructions for proper packaging of Tires in DPD Polska (Appendix to the Terms and Conditions);

(ii) Recommendations on the packaging of goods for carriage within the network of DPD Polska - the parcels weighing up to 31.5 kg (Appendix to these Terms and Conditions);

(iii) Recommendations regarding the packaging of goods for carriage within the network of DPD Polska - the consignments weighing more 50 kg (Appendix to the Terms and Conditions);

(iv) Additional recommendations for the packing of goods for carriage (Appendix to these Terms and Conditions).

10.4 Regardless of other responsibilities specified in this Article the Customer or Consignor acting on behalf of the Customer (not the Customer) may declare the value of the Consignment, with the proviso that the declared value of the Consignment may not exceed the actual value of the Consignment.

10.4.1 It is clearly agreed that, in case of particularly valuable Consignment the Customer or the Consignor acting on behalf of the Customer (not the Customer) is obliged to declare its value. The Customer acknowledges that the declaration of the value of the Consignment over the amount of PLN 1,000.00 results in covering such Consignment with additional insurance protection in accordance with Article 20 of these Terms and Conditions and emerge of the obligation to pay compensation in this respect. Moreover, it is clearly agreed that the declaration of the value of the particularly valuable Consignment is effective upon payment of the fee for covering the particularly valuable Consignment with the additional insurance protection in accordance with Article 20 of these Terms and Conditions. To avoid any doubts, the Parties agree that in the event of the return of the Consignment to the Consignor, it is automatically covered by insurance cover in the same scope as at the time of its original shipment.

10.4.2 It is explicitly agreed that, in case of the absence of the declaration of the Customer or Consignor acting on behalf of the Customer (not the Customer) regarding the value of the Consignment, it is assumed that the actual value of each of the Parcels or Pallets that make up such Consignment does not exceed PLN 1,000.00. Upon collection of the Consignment from the Consignor, in relation to which the Customer who is not a customer within the meaning of article 22¹ of the Civil Code or Consignor acting on behalf of the Customer (not the Customer) did not declare the value or declared the value for the amount lower than 1,000.00 PLN, each of the Parcels or Pallets making up such a Consignment is covered by insurance protection up to the amount of PLN 1,000.00.

10.4.3 It is explicitly agreed that, in case of the Consignment in relation to which the Customer who is not a consumer within the meaning of article 22¹ of the Civil Code or Consignor acting on behalf of the Customer (not the Customer) did not properly declare its value above PLN

1,000.00 i.e. did not pay the fee for covering the Consignment with the additional insurance protection in accordance with Article 21 of these Terms and Conditions, it is assumed that the actual value of none of the Parcels or Pallets making up such Consignment exceeds PLN 1,000.00.

10.4.4 In case DPD implements the postal services within the meaning of the Postal Law the value of the Consignment with correspondence is determined on the basis of the value of the carrier on which the information is recorded, representing the content of the Correspondence. In the event of damage to the Parcel including Correspondence, subject to agreements signed with the Customer who is a consumer within the meaning of article 22¹ of the Civil Code, DPD's responsibility does not exceed the value of the media carrier mentioned in the previous sentence.

10.5 The Customer or the Consignor acting on behalf of the Customer (not the Customer) is responsible for the accuracy of the preparation of the Consignment for the implementation of Service. In particular, the Customer shall be liable for the correctness and completeness of the information contained in the Confirmation Of Dispatch and the correctness of packing of the Consignment.

10.5.1 DPD may refuse the performance of the Services or suspend its enforcement in relation to the Consignment that has not been prepared in the proper way. In particular, DPD may refuse to perform the Services in respect of Consignment packed contrary to the instructions specified in Article 10 paragraph 10.3 of these Terms and Conditions. Subject to agreements signed with the Customer who is a consumer within the meaning of article 22¹ of the Civil Code, or the Consignor acting on behalf of the Customer (who is not the Customer) shall have no claim in this respect.

10.6 For safety reasons, and in order to simplify the complaint consideration process DPD recommends that the particularly valuable Consignment contained only one Parcel or Pallet.

ARTICLE 11 –Restrictions to the content of the Consignment

11.1 DPD does not accept Consignments who are excluded by RUK and RUM.

11.2 Unless mandatory law provides otherwise, DPD reserves the right to open and inspect the contents of Parcel or Pallet that make up a Consignment, or to use other technical means that enable the verification of their content on every stage of the implementation of the Service.

11.2.1 When checking the contents of the consignment DPD agrees to comply with the provisions of the Postal Law and the Carriage Law.

11.3 Notwithstanding any other provision of these Terms and Conditions DPD may refuse to perform the Service or suspend its implementation in relation to the Consignment containing Items excluded from carriage. Subject to Agreements signed with the Customers who is a consumer within the meaning of article 22¹ of the Civil Code neither the Customer, nor the Consignor acting on behalf of the Customer (who is not the Customer) shall have a claim in this regard.

ARTICLE 12 –Duration of Services

12.1 Domestic services are performed by DPD keeping the following deadlines:

12.1.1 In relation to the domestic Service DPD CLASSIC:

(i) orders are accepted around the clock, seven days a week;

(ii) the first attempt of delivery of the Consignment is made on the first working day after the date of the dispatch of the Consignment, provided that date for the first attempt of delivery of the Consignment is the estimated date and DPD guarantees that it will make the first attempt of delivery to the Consignee no later than on the third working day following dispatch; provided that in the event DPD fails to make the first attempt of delivery of the Consignment on the date indicated above, DPD shall lower the transport charge for such Service to the amount of PLN 1.00 net and if DPD fails to make the first attempt of delivery of a Pallet on the date indicated above, DPD shall lower the transport charge for such Service down to 50% of the original price; condition to reduce the transport charge is that the Customer makes a documented notification of DPD failure to make an attempt to deliver the Consignment within the time limit and its confirmation by DPD.

12.1.2 With respect to the domestic service PICKUP.

(1) Pickup service is carried out through the network of DPD Pickup points. The current list of DPD Pickup points where Parcels can be dispatched and collected is available on www.dpd.com.pl

(ii) The Pickup Service is territorially limited. The Customer or Consignor acting on behalf of the Customer (not the Customer), before ordering the Service, is obliged to verify its availability through the Application, DPD website www.dpd.com.pl or the Contact Center. DPD, at its sole discretion, is entitled to make temporary or permanent changes regarding the availability of the Pickup Service, especially to limit, extend, suspend, change of Pickup Point locations, change of Pickup Point opening hours. The above provisions do not apply to Customers who are consumers within the meaning of paragraph 22¹. Of the Civil Code to

the extent where they could violate their rights on the basis of common legal regulations.

(iii) The day of dispatch of a Parcel in order to carry out the Pickup service is no later than the working day following the day when the parcel was delivered to a PICKUP point. The execution of this service counts from the day of dispatch of the Parcel;

(iv) the first attempt of delivery is made on the first working day after the day of dispatch of the Parcel, provided that the day of the first attempt of delivery is an estimation and DPD guarantees that the first attempt of delivery to the Consignee will be made no later than on the 5th working day following the Day of Dispatch.

12.2 With regard to the urban Service DPD CITY:

(i) orders are accepted around the clock, seven days a week;

(ii) the first attempt of delivery of the Consignment is taken within 4 hours as of the moment of accepting the order by DPD, provided that the place where it is to be delivered is located within the administrative borders of the city, in which the Consignment was dispatched; in case the place of delivery of the Consignment is in other city than the place of dispatch, the first attempt of delivery of the Consignment is taken within 5 hours as of the acceptance of the order by DPD; The Customer hereby acknowledges that the duration of the urban service DPD CITY may be extended, it shall not, however, exceed the time of implementation of the Service in domestic service DPD CLASSIC.

12.3 International services of DPD are implemented by DPD keeping the following deadlines:

12.3.1 in relation to the International service DPD CLASSIC:

(i) the first attempt of the delivery of the Consignment shall be made within the period specified in the Price List dependent on the destination of the Consignment, with the proviso that the deadlines for the implementation of the Services in the International service DPD CLASSIC quoted in the Price List are calculated in working days and are anticipated deadlines;

(ii) subject to point (iii), (iv) and (v) DPD shall take all Consignment delivery attempts that are guaranteed in the standard of particular Service to the Consignee located within the European Union within 7 working days, whereas the day of the dispatch of the Consignment is the day 0;

(iii) DPD shall make all Consignment delivery attempts guaranteed in the standard of particular Service to the

Consignee located in a Non Member State of the European Union and to countries on Scandinavian Peninsula within 14 days, whereas the day of the dispatch of the Consignment is the day 0;

(iv) the time of delivery of the Consignment in the variant DPD CLASSIC IMPORT of the Consignments shall be counted as of the date of collection of the Consignment from the Consignor;

(v) if the Consignee of the Consignment is the consumer within the meaning of Article 22¹ of the Civil Code or any other relevant provisions of law applicable in the country of delivery of the Consignment, the deadlines for taking first attempt of delivery may be longer than the standard by 1 - 3 days.

12.3.2 in relation to the International service DPD EXPRESS:

(i) the first attempt of the delivery of the Consignment shall be made within the period specified in the Price List dependent on the destination of the Consignment, with the proviso that the deadlines for the implementation of the Services in the International service DPD EXPRESS quoted in the Price List are calculated in working days and are anticipated deadlines;

(ii) subject to point (iii), DPD shall take all guaranteed Consignment delivery attempts in the standard of particular Service within 14 days, whereas the day of the dispatch of the Consignment is the day 0;

(iii) if the place of the dispatch of the Consignment is located outside the administrative borders of the capital city of Warsaw, the deadline referred to in point (ii) is extended by one day;

12.3.3 in relation to the International service DPD MAX:

(i) the first attempt of the delivery of the Pallet shall be made within the period specified in the Price List dependent on the destination of the Pallet, with the proviso that the deadlines for the implementation of the Services in the International service DPD MAX quoted in the Price List are calculated in working days and are anticipated deadlines;

Dispatch: no less than twice a week, in accordance with current schedules available at www.dpd.com.pl

(ii) subject to point (iii) DPD shall take all delivery attempts that are guaranteed in the standard of particular Service to the Consignee within 14 days, whereas the day of the dispatch of the Consignment is the day 0;

(iii) if the place of dispatch of the Pallet is outside of the administrative borders of the capital city of Warsaw, the duration described in (ii) shall be extended by 1 day.

12.3.4 In relation to the PICKUP International Service:

(i) The Pickup service is provided through the network of DPD Pickup Points. The current list of DPD Pickup Points where the Consignments can be sent and collected is available at www.dpd.com.pl;

(ii) The Pickup Service has limited territorial availability. The Customer or the Consignor acting on its behalf (not being the Customer), prior to ordering the Service, is obliged to verify the availability of a given Service via the Application, DPD's website at www.dpd.com.pl or the Contact Center. DPD is entitled to temporarily or permanently change the availability of the Pickup Service at its own discretion, in particular limiting, extending, suspending, changing the location of DPD Pickup Points, changing the opening hours of DPD Pickup Points. The provisions of this point do not apply to Ordering Parties who are consumers within the meaning of Art. 221 K.c. to the extent that they could violate their rights under generally applicable legal regulations;

(iii) The day of sending the Consignment for the purpose of the Pickup Service is the next business day after the day of leaving it at the DPD Pickup Point at the latest. DPD reserves the right to collect the Shipment from the DPD Pickup Point on the same day as its delivery by the Sender to the DPD Pickup Point. The time of the Pickup Service is counted from the Date of dispatch of the Consignment;

(iv) the first attempt to deliver the Consignment is made within the time limit specified in the Price List, depending on the destination of the Shipment, provided that the times specified in the Price List the implementation of the Service on the PICKUP international website are counted in working days and are sometimes anticipated;

(v) subject to point (i) of this article, DPD will make all the attempts to deliver the Consignment to a Consignee located within the European Union within 7 days, guaranteed in the standard of the given Service, whereas the day of the dispatch of the Consignment is the day 0;

(vi) if the Consignee is a consumer within the meaning of art. 22¹ K.c. or other relevant regulations in force in the country of delivery of the Consignment, the time limits for the first delivery attempt may be longer than standard up to 3 days.

12.4 The times for the performance of services provided as part of the DPD CLASSIC domestic website, the PICKUP domestic website and the DPD CLASSIC international website and the international PICKUP website described in art. 12 sec. 12.1.1, 12.1.2, 12.2.1 and 12.2.4 may change in

the event of sending the Shipment at a DPD Pickup Point or collecting the Shipment at a DPD Pickup Point; detailed information in this regard is specified in Art. 8 point 8.6 of these Terms

12.5 The day of dispatch of a Parcel covered by Services is no later than the next working day following the day the parcel is left in the DPD Pickup point, DPD reserves the right to collect the Parcel from the DPD Pickup Point on the same day it was submitted by the Consignor to the Pickup Point. The time of execution of the PICKUP service is counted from the day of dispatch of the Parcel.

CHAPTER III – REMUNERATION AND TERMS OF PAYMENT

ARTICLE 13 – The remuneration

13.1 Customer is obliged to pay DPD remuneration for completed Services:

(i) in the event of a co-operation agreement – in accordance with the provisions of the agreement and including fuel surcharge published on the DPD website www.dpd.com.pl;

(ii) in the event of an Agreement – in accordance with the Price list and these Terms and Conditions.

13.2 Unless otherwise provided in the text of the Agreement, the remuneration of DPD for the Services rendered to the benefit of the Customer are settled on the basis of the following settlement periods:

(i) the period from 1 day to the 15th day of each calendar month of the term of the Agreement;

(ii) the period from 16th to the last day of each calendar month of the term of the Agreement.

13.2.1 It is explicitly agreed that the moment of the implementation of the Service is the last day of the settlement period during the term of which DPD rendered the Service.

13.2.2 Unless otherwise stated in the Agreement, as of the second full calendar month of the term of the Agreement, in case of implementation of at least one Service in particular settlement period, DPD is entitled to Minimal quota of remuneration in the amount of net PLN 120.00.

13.2.3 In the event the value of the Services implemented by DPD during the settlement period exceeds the Minimal amount of the remuneration, DPD is entitled to remuneration in the amount equivalent to the value of actually implemented Services in particular settlement period, determined in accordance with the Price List.

13.2.4 In the event the value of the Services implemented by DPD during the particular settlement period does not exceed the Minimum amount of remuneration, DPD is entitled to remuneration in the amount of the Minimum amount of remuneration.

13.2.5 It is explicitly agreed that in case the Customer or Consignor acting on behalf of the Customer (not the Customer) does not dispatch any Consignment, and as a consequence no invoice will be issued in consecutive 6 full calendar months, DPD, at its own discretion, may block the Numkat of the Customer disabling the possibility of ordering the Services or may terminate the Agreement with immediate effect.

13.3 In the event of an agreement the remuneration owed to DPD shall be paid in cash or via internet payments. Relevant invoices will be issued in accordance with common legal provisions in force.

ARTICLE 14 – Invoices and terms of payment

14.1 In the event of a Co-operation Agreement

14.1.1 Payment of remuneration payable to DPD shall occur on the basis of the VAT invoice issued by DPD in an electronic form and delivered to the Customer via email. The authenticity and integrity of VAT invoices issued in electronic form shall be guaranteed in accordance with the requirements of the law applicable as at the date of the issuance of the invoice.

14.1.2 In the event of the Customer's written resignation from receiving electronic invoices DPD shall issue hard copies of VAT invoice and deliver it to the Customer to the address indicated by the Customer, subject to reimbursement by the Customer of the costs of delivery in the amount of PLN 15.00 net.

14.1.3 DPD undertakes to issue and deliver VAT invoices to the Customer's address provided in the Agreement commencing from the accounting period following submission of written resignation by the Customer. In such event the term of payment starts on the day of delivery of the VAT invoice to the Customer.

14.1.4 On the basis of the Customer's written statement, hard copies of invoices may be provided to the Customer free of charge at the DPD offices.

14.1.5 Subject to the provisions of Article 15 of these Terms and Conditions, any payments shall be made by bank transfer to the bank account of DPD indicated in the VAT invoice within 14 days, unless the Agreement provides otherwise. Deadline for the payment starts as of the date

DPD inserts the VAT invoice in the Internet, i.e. sending it by DPD to the email address of the Customer.

14.1.6 In the event of submission of a written statement by the Customer submits a written statement regarding lack of consent for receiving the electronic invoice, DPD undertakes to issue and deliver VAT invoice to the address of the Customer indicated in the Agreement as of the next – after the Customer submits the statement – settlement period. In such a case term for the payment shall begin as at the date of delivery of the VAT invoice to the Customer.

14.1.7 Subject to the provisions of Art. 15 of these Terms and Conditions for each settlement period in which at least one Service was performed, DPD is authorized to issue a VAT invoice with the provisions of Article 13 of these Terms and Conditions taken into account.

14.1.8 In case of payment by bank wire, the date on which bank account of DPD is credited with the funds, is to be deemed the payment date.

14.1.9 If the Customer uses the Application, the amount given on the VAT invoice issued by DPD also covers the remuneration for the use of the Application.

14.1.10 DPD can notify the Customer about the mutual settlements via email or SMS to an email address or phone number indicated in the Agreement.

14.1.11 DPD provides the Customer the option to pay remuneration through debit order (Direct Debit) on the basis of the consent of the Customer to debit its bank account, given in a written statement. In case of withdrawal of such consent by the Customer or refusal to accept bank debit by the bank of the Customer the remuneration shall be settled under the conditions specified in Art. 13 and 14 of these Terms and Conditions.

14.1.12 In the case of settlement through Direct Debit DPD does not charge Minimum amount of remuneration.

14.2 In the event of a Co-operation Agreement:

14.2.1 Remuneration due to DPD shall be paid on the basis of a VAT invoice issued by DPD in a hard copy or electronically by e-mail. Authenticity and integrity of VAT invoices issued in electronic form shall be guaranteed in accordance with the requirements of the law applicable as at the date of the issuance of the invoice.

14.2.2 Unless the provisions of mandatory law provide otherwise, DPD allows for settlement of the remuneration in cash. In the case referred to in the preceding sentence, a



VAT invoice shall be issued and paid each time at the dispatch of the consignment by the Consignor.

14.3 DPD declares that it is a large entrepreneur within the meaning of the Act of 8th March 2013 on counteracting excessive delays in commercial transactions (Journal of Laws of 2019, item 118, as amended) and Annex I to Commission Regulation (EU) No. 651/2014 of 17 June 2014 declaring certain types of aid compatible with the internal market in application of Art. 107 and art. 108 of the Treaty (Journal of Laws UE L 187 of 26/06/2014, p. 1, as amended).

ARTICLE 15 – Consignments delivered by cash on delivery (C.O.D.)

15.1 Within the framework of the domestic services DPD CLASSIC and DPD PICKUP Courier or a DPD PICKUP employee upon the request of the Customer or Consignor acting on behalf of the Customer (not the Customer) shall collect from the Consignee, the amount declared by the Customer or Consignor acting on behalf of the Customer (not the Customer), and then DPD shall pass it to the Customer.

15.2 Unless the Parties agreed otherwise, the amount collectable by the Courier may not exceed:

15.2.1 In the event of a Co-operation Agreement - PLN 15,000.00 or an equivalent of that amount, provided that DPD reserves the right to decrease the amount of cash collection if common legal regulations, especially the Law of Entrepreneurs dated 6th March 2018 introduces new limits in that respect.

15.2.2 In the event of an Agreement - PLN 5,000.00 or an equivalent of that amount.

15.3 The amount collectable by the Courier from the Consignee must be entered into right column of the Confirmation of Dispatch, legibly, without deletions and amendments so as to exclude the imprecision of the entry. The Customer acknowledges that in the event of a breach of that duty Article 19 of these Terms and Conditions shall apply.

15.4 The bank account to which DPD shall transfer the amount collected from the Consignee in the event of Parcels dispatched on the basis of a Co-operation Agreement must be entered into right column of the Confirmation of Dispatch, legibly, without deletions and amendments so as to exclude the imprecision of the entry. The Customer acknowledges that in the event of a breach of that duty Article 19 of these Terms and Conditions shall apply.

15.5 If the Consignee refuses to pay the C.O.D. amount, the Consignment is not given to the Consignee. In such a case, DPD retains the right to remuneration as for the delivered

Consignment. Lack of authorisation of payment with payment instruments or POS terminal, as well as refusal to pay cash in the event of lack of availability of non-cash payment (with payment instruments or POS terminal), regardless of the reason for such unavailability, shall also be considered as refusal to pay the C.O.D. amount.

In such event DPD is entitled to payment as if the Consignment was delivered. DPD reserves the right to notify the Customer about the refusal to pay the COD amount. In such a case, the Customer agrees to provide further instructions regarding the Consignment.

It is explicitly agreed that neither the Customer who is not a consumer within the meaning of article 22¹ of the Civil Code, nor the Consignor acting on behalf of the Customer, shall have claims related to the failure to inform DPD about the refusal of the payment of the C.O.D. amount.

15.6 In case the C.O.D. amount exceeds the equivalent of PLN 15,000.00, DPD has the right to refuse or withdraw from the service.

15.7 The amount declared by the Customer or Consignor acting on behalf of the Customer (not the Customer) within the framework of the additional service C.O.D., C.O.D. Express Service or C.O.D. INT, the C.O.D. amount may be collected from the Consignee in cash or by payment instruments with the use of the POS terminal, subject to the provisions of Article 15.9 of these Terms.

15.8 It is explicitly agreed that the Courier is not obliged to give the change to the Consignee. The duty of the Customer or Consignor acting on behalf of the Customer (not the Customer) is to inform the Consignee about the necessity to prepare the exact amount to be collected.

15.9 If the Customer or Consignor acting on behalf of the Customer declares on the Confirmation of Dispatch the additional Service of C.O.D., C.O.D. Express or C.O.D. INT DPD shall enable the Consignees to pay the due amount to the Courier by means of the payment instruments with the use of the POS Terminal. POS Terminal used by the Courier supports the following payment instruments:

- Visa payment system: Visa, Visa Electron, VPay
- MasterCard payment system: MasterCard, Debit MasterCard, MasterCard Electronic, Maestro
- BLIK PSP payment system

If the Consignee elects to pay the C.O.D. amount to the Courier by means of payment instruments with the use of the POS Terminal, the Customer undertakes to cover the cost in relation to such payment, specified in item 8.4.1.



DPD, at its sole discretion, reserves the right to periodical or permanent change of availability of the non-cash payment methods of the C.O.D. amounts (by means of payment instruments with the use of the POS Terminal) (including limitation of availability or temporary suspension). The Customer or Consignor acting on behalf of the Customer (not the Customer) shall not be entitled to any claims in connection with limited availability of C.O.D. payment by means of payment instruments with the use of the POS Terminal, its suspension or change of the scope of availability or in the event of lack of authorisation of the transaction, regardless of the reasons. Provision of two previous sentences do not apply to Customers who are customers within the meaning of article 22¹ of the Civil Code within the scope that could violate the rights granted on the basis of common legal regulations.

15.10 Should DPD incur any damage in connection with performance of additional Services (i.e. C.O.D. or C.O.D. Express) with the use of payment instruments (i.e. if the Consignee takes advantage of the payment organisation's rules and regulations regarding return charges such as chargeback), the Consignor shall be obliged to repair such damage to DPD, especially to immediately pay the amount being the subject of chargeback to DPD.

15.11 Unless otherwise stipulated in the Agreement, DPD shall settle with the Customer the C.O.D amounts within the framework of the Additional service C.O.D. after a week (Monday to Sunday), in arrears, no later than the 4th working day of the week following the week in which the settlement was made. In case of additional service C.O.D. Express the refund of the C.O.D amount shall be made within two working days as of the date of delivery of the Consignment.

15.12 The settlement of C.O.D. amounts shall be made by bank transfer to the bank account of the Customer specified in the Agreement. The day of the DPD transfer order shall be deemed the date of the settlement of the COD amounts referred to in the previous sentence. The Customer receives an itemised list of collections by e-mail from DPD. At each request of the Customer DPD can send the list of collections, upon the charge specified in the current price list.

15.13 In the implementation of the Service containing C.O.D. Consignment (C.O.D, C.O.D Express or C.O.D. INT) the collection of the COD amount from the Consignee is implemented in the name and on behalf of the Customer, and is equivalent to conclusion between the Customer and the Consignee of a designated contract.

15.14 In cases where the amount exceeds PLN 1000,00 the Consignment will be covered by additional insurance

protection in accordance with Article 20 of these Terms and Conditions.

It is explicitly agreed that the declaration by the Customer or Consignor acting on behalf of the Customer (not the Customer) of the amount over PLN 1000.00 is equivalent to commissioning an additional service Additional insurance protection and is associated with additional costs in this respect.

15.15 For the avoidance of any doubts, the Customer acknowledges that he cannot use the Additional C.O.D. Cash on delivery service, C.O.D. Express Cash on Delivery and C.O.D. INT Cash on delivery service, if it is required to accept payment for goods delivered by DPD in the SPP in accordance with generally applicable legal regulations in the field of VAT.

ARTICLE 16 – Deduction, the delay in payment of remuneration, the pledge

16.1 DPD has the contractual right to deduct any active debts resulting from the Agreement with receivables collected within the framework of the Additional Service C.O.D. Cash on delivery service, C.O.D. Express Cash and C.O.D. INT.

16.2 The deduction is effective without the need to make any statement by DPD in this regard. The Customer will be informed about the deduction in writing or via email to the address specified in the Co-operation Agreement.

16.3 Regardless of other rights under the Agreement, RUM, RUK or these Terms, DPD may refrain from providing Services if the Customer who is not a consumer within the meaning of article 22¹ of the Civil Code is in more than 14-day delay with payments. Such refraining by DPD from providing services shall not be interpreted as delay, non-performance or misperformance of the Agreement by DPD.

16.4 Subject to agreements concluded with a Customer who is a consumer within the meaning of article 22¹ of the Civil Code DPD shall have the contractual right of pledge on all Consignments in his possession, dispatched by the Customer or Consignor acting on behalf of the Customer (not the Customer) towards due payments from the Customer to DPD, resulting from the Agreement, regardless of the fact whether they were due at the time of surrender of the Consignment to DPD.

The Pledge becomes effective at the time the Consignment is surrendered to DPD and expires upon delivery to the Consignee or return to the Consignor.

16.5 It is explicitly agreed that the Customer who is not a consumer within the meaning of article 22¹ of the Civil Code

or Consignor acting on behalf of the Customer (not the Customer) and the Consignee shall have no right to deduct any outstanding amounts owed by DPD from the amounts due to DPD.

16.6 It is explicitly agreed that the Customer or Consignor acting on behalf of the Customer (not the Customer), without DPD's written notice may not transfer the due amounts to DPD onto third parties.

CHAPTER IV – LIABILITY OF DPD, COMPLAINTS

ARTICLE 17 – Liability of DPD towards entities who are entrepreneurs within the meaning of article 43¹ of the Civil Code

17.1 Subject to the following provisions, the liability of DPD for failure to perform or improper performance of Services is governed by the Postal Law, Carriage Law.

17.2 The limit of liability of DPD is determined by the actual value of Parcels or Pallets, determined in accordance with Art. 10 paragraph 10.4 of these Terms and Conditions.

17.2.1 To determine the limit of liability, DPD reserves the right to determine the actual value of Parcels or Pallets, i.e. to verify the value of Parcels or Pallets declared by the Customer or Consignor acting on behalf of the Customer (not the Customer).

17.3 It is the responsibility of the Customer or the Consignor acting on behalf of the Customer (not the Customer) to provide all necessary information and evidence to establish the actual value of Parcels or Pallets

17.4 It is explicitly agreed that these Terms and Conditions do not establish a stricter liability regime of DPD than stipulated in the Postal Law.

17.5 If the attempt of collection of the Consignment from the Consignor is not made, despite of the Confirmation of acceptance of the order of the Service, DPD shall be liable up to the amount of the basic price determined in accordance with the Price List.

17.6 DPD is not responsible for damage caused as a result of non-performance or improper performance of the Service, if the non-performance or improper performance was the result of a breach by the Customer, the Consignor (not the Customer) or Consignee of the provisions of law, the provisions of the Agreement, RUM, RUK and provisions of these Terms and Conditions, in particular DPD is not responsible for exceeding the time limits of the implementation of the Service.

17.7 DPD is not responsible for damage caused as a result of non-performance or misperformance of the services in respect of Consignments, which included Parcel or Pallet that contained Items excluded from carriage, regardless of whether DPD verified the contents of the Parcel or Pallet in accordance with Art. 11 paragraph 11.2 of these Terms and Conditions, or refrained from such verification.

It is explicitly agreed that the Customer shall bear all the consequences of commissioning, in violation of these Terms and Conditions, the Services with respect to the Consignment, which includes the Parcel or Pallet containing the Items excluded from carriage.

17.8 DPD is not responsible for damage caused as a result of non-performance or improper performance of the Service, if the failure to perform or improper performance was caused by the properties of the Consignments.

17.9 DPD is not responsible for damage caused as a result of non-performance or improper performance of the Service, if the non-performance or improper performance of the services is the result of circumstances beyond control of DPD, which emerged prior to the implementation of the Service, or during its implementation. In such a case, DPD shall take any efforts reasonable in given circumstances to ensure the security of the Consignment and to commence or continue the implementation of the Service.

17.9.1 For the avoidance of doubts, in particular the following actions shall be deemed beyond control of DPD: actions of state authorities, government administration body, labour disputes, strikes, etc. regarding DPD, couriers and other subcontractors of DPD, weather conditions (low temperatures, fog, excessive snow fall, road blockage, black ice, roadblock etc.), natural disasters, riots and military actions causing difficulties in carriage.

17.10 DPD is not responsible for damage caused as a result of non-performance or improper performance of the Services, if the non-performance or improper performance of the Services is the result of action or omission of third parties. This condition does not apply to Couriers who are subcontractors of DPD.

17.11 DPD shall not be liable for lost profits of the Customer, the Consignor (not the Customer), the Consignee or third parties arising from loss or damage of the Consignment or its part, and also as a result of a delay in the completion of the Service.

17.12 DPD's liability is excluded in relation with events other than stated in this article.

17.13 DPD's sole liability for damage or harm caused in connection with processing of personal data entrusted by the Customer is limited to twice the amount of net remuneration due to DPD for the Service to which the breach applies. Limitation of liability does not apply in the event of damage caused by DPD with intent.

ARTICLE 17 –Liability of DPD towards entities who are consumers within the meaning of article 22¹ of the Civil Code

17'.1 Subject to the following provisions, the liability of DPD towards consumers within the meaning of article 22¹ of the Civil Code for failure to perform or improper performance of Services is governed by the Postal Law, Carriage Law and the Civil Code.

17'.2 The limit of liability of DPD for loss, diminishing or damage of the parcel covered by the carriage law is limited to the declared value the Consignment, however not exceeding the actual value. Provisions of article 80 item 3 of the carriage law.

17'.3 The limit of liability of DPD for failure to perform or misperformance of service consisting in delay in transport both towards the Customer who is a consumer within the meaning of article 22¹ of the Civil Code and towards third parties is limited in accordance with article 83 item 1 of the carriage law, to twice the amount of carriage fee and the responsibility consisting in loss of profits, income or benefits, indirect damage and damage resulting from failure to accept the parcel for carriage is excluded, subject to provisions of 17'.5 below.

17'.4 If DPD renders services governed by Postal Law, DPD's responsibility for non-performance or misperformance of such services is claimed according to the following rules:

(i) for loss, diminishing or damage to the courier postal consignment which is not correspondence, DPD is responsible in the amount not exceeding standard value of lost or damaged items

(ii) for loss, diminishing or damage to the consignment with declared value, DPD is responsible in the amount claimed by the claimant not exceeding the declared value of the consignment,

(iii) for loss of postal courier service containing correspondence DPD is responsible in the amount of 10 times the fee for the service, however not less than 50 times the fee for treating the letter as registered, which is specified in the common price list of the operator designated by the Postal Law,

(iv) for delay in delivery of postal courier service as compared to the guaranteed delivery time – in the amount not exceeding twice the fee for the service,

(v) for damage of consignment containing correspondence, DPD is responsible in the amount not exceeding the value of the media carrier,

(vi) for other reasons – DPD is responsible up to the amount of twice the carriage fee.

17'.5 Limitations of DPD's responsibility listed in items 17'.3 and 17'.4 above do not apply if non-performance or misperformance was due to is the result of tort or DPD's wilful act or gross misconduct. In such events DPD shall be liable in accordance with the provisions of the Civil Code.

17'.6 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 these Terms or due to the properties of sent items, and especially if non-performance or misperformance of the postal courier service was caused by either of the following:

(i) 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;

(ii) The Consignee's place of residence or business address (companies) has changed;

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

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

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

(vi) In the event of circumstances described in § 4 item 1 and 2 and in § 6 item 1 ;

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

(viii) Damage is caused by improper packaging of the consignment,

(ix) in the case of no indication or incorrect notification data. In such a situation, DPD shall not be liable for non-performance or improper performance of the Service.

17'.7. 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 SP'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:

(i) dispatch under the name that is fake, incorrect or insufficient 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;

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

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

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

(v) 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;

(vi) for reasons listed in 17'.6 points (i) – (vii) above.

17'.8 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, unless there are reasons excluding DPD's fault specified in these conditions or common legal provisions.

17'.9 In the event of an apparent damage to the Shipment, i.e. damage that can be noticed from the outside and the recipient accepts such shipment without reservations, the claim for improper performance of the Service shall expire.

If there is a loss hidden in the Shipment, i.e. a damage that is not visible from the outside during its delivery, claims for this should be reported no later than within 7 days of accepting the Shipment.

17'.10 It is explicitly agreed that these Terms and Conditions do not impose a stricter regime of DPD's responsibility than the Postal Law or Carriage Law.

ARTICLE 18 –Refusal of performance and suspension of performance of Services

18.1 Unless the provisions of applicable law provide otherwise, DPD may refuse to perform the Services or suspend execution of services (if the service is already being performed) or withdraw from the agreement for the provision of courier postal service within the meaning of the Postal Law, if, in particular:

(i) the Customer or Consignor acting on behalf of the Customer (not the Customer) fail to meet the requirements regarding the provision of courier postal services resulting from the provisions of the Postal Law;

(ii) the Consignment, due to the content and type of packaging may expose DPD or other entities to the damage, in particular, may threaten the safety of other Consignments;

(iii) Confirmation Of Dispatch contains information that are inconsistent with the requirements of DPD or with the provisions of the rules of generally applicable law or are incomplete;

(iv) the packing of the Consignment contains signs, contents, graphics, drawings, that are in conflict with the provisions of applicable law, are violating personal goods, good name or reputation of DPD or third parties;

(v) the Consignment consists of the items listed in Art. 11 of these Terms and Conditions;

(vi) The Customer who is not a consumer within the meaning of article 22¹ of the Civil Code is in delay with payments to DPD for at least 14 days.

18.2 Refusal of performance by DPD or suspension of performance of the Services on the basis of the provisions of this article does not constitute a delay in performance of service by DPD and it does not constitute failure to perform or improper performance of the Agreement.

ARTICLE 19 –Liability of the Customer

19.1 The Customer is responsible for the content of the Consignment in terms of its compliance with the law, as well as its proper packing and preparation, in particular for the correct and clear declaration on the Confirmation Of Dispatch of the COD amount for the Consignment delivered cash on delivery (C.O.D. cash on delivery service, C.O.D. Express cash on delivery service). DPD is not responsible in case of collecting the wrong COD amount for the Consignment delivered cash on delivery (C.O.D. cash on delivery service, C.O.D. Express cash on delivery service), or not collecting this amount, if such events occur due to:



- incorrect, vague, or ambiguous entry of the amount due for the Consignment delivered cash on delivery (C.O.D. cash on delivery service, C.O.D. Express cash on delivery service) in the Confirmation of Dispatch, excluding the Customer who is not a customer within the meaning of article 22¹ of the Civil Code:

- lack of authorisation at the POS Terminal if payment by means of payment instruments was elected for the additional Services of C.O.D., C.O.D. INT and C.O.D. Express;
- POS Terminal failure;
- unavailability of payment by payment instruments due to lack of GPRS connection or lack of POS Terminal from the delivery Courier, or for any other reason beyond DPD's control.

19.2 It is explicitly agreed that the Customer liability includes acts or omissions of the persons representing the Customer, its agents and employees and other persons acting on its behalf, including the Consignor and the Consignee. Any effects of activities undertaken in accordance with the law by the Customer or the Consignee shall be borne by the Customer.

19.2.1 In the event of a Co-operation Agreement the Consignor (not the Customer) using the proper Numkat of the Customer is considered an authorized representative of the Customer. The Customer shall be liable for the consequences of making the Numkat available to third parties, in particular, the Customer shall be obliged to pay the remuneration for the Services commissioned in accordance with the Agreement and these Terms and on conditions on the basis of the Numkat including also by the persons unauthorized to use the Numkat.

19.3 The Customer who is not a consumer within the meaning of article 22¹ of the Civil Code shall pay all costs and expenses incurred by DPD, including, in particular, taxes and duties, which DPD may incur in connection with claims against DPD due to failure of the Consignment to comply with any of the restrictions or requirements specified in these Terms and Conditions or required by law, in particular in case the Parcels or Pallets that make up the Consignment contained Items excluded from carriage. The Customer who is a consumer within the meaning of article 22¹ of the Civil Code is responsible towards DPD, on the basis of provisions of the Civil Code and other common legal regulations, for damage caused as a result of the Consignment not meeting any of the limitations or requirements specified in these Terms and Conditions or legal provisions, especially if the Parcels or Pallets in the Consignment included items excluded from carriage.

19.4 The Customer who is not a consumer within the meaning of article 22¹ of the Civil Code shall satisfy all claims

raised against DPD in connection with the non-delivery by DPD of the Consignment due to refusal to accept the consignment caused by circumstances for which the Customer, the Consignor (not the Customer) or the Consignee is responsible.

ARTICLE 20 –Additional insurance of the Consignment

20.1 Particularly valuable consignment and consignment delivered cash on delivery (C.O.D. cash on delivery service, C.O.D. Express cash on delivery service) in respect of which the COD amount exceeds PLN 1,000.00 are covered by DPD, for a fee, with additional insurance under the terms specified in the Terms of insurance of Consignments (Appendix to these Terms and Conditions).

20.2 Unless the Parties agree otherwise, the additional insurance protection may be granted in respect of particularly valuable Consignments:

(i) in the event of a Co-operation Agreement - not exceeding than PLN 500,000.00.

(ii) in the event of an Agreement – not exceeding PLN 5000.00

20.3 Subject to art 20.2 (i) and these Terms and Conditions, in case of particularly valuable Consignments with a value exceeding PLN 100,000.00 the Customer or the Consignor acting on behalf of the Customer (not the Customer) is obliged to inform DPD of the date of dispatch at least one working day prior to the date of dispatch.

20.4 Declaring the value of the Consignment on the Confirmation Of Dispatch for the amount exceeding PLN 1,000.00 is equivalent to the accession to the additional insurance protection of the Consignment. Dispatch of the Consignments delivered cash on delivery (C.O.D., C.O.D. INT, C.O.D. Express), for which the amount exceeds PLN 1,000.00 is equivalent to the accession to the additional insurance cover of the Consignment..

20.5 Consignment is covered by an additional insurance cover subject to payment of remuneration on this account.

20.6 Consignment is covered by an additional insurance cover as of the collection of the Consignment by Courier from the Consignor until the moment of its release to the Consignee, subject to fulfilment of a condition specified in art. 20.5 of these Terms and Conditions.

ARTICLE 21 –Complaints

The deadlines and a detailed complaint consideration mode are determined by the applicable law and the provisions of the RUM and RUK.

**CHAPTER V – PERSONAL DATA PROTECTION,
CONFIDENTIALITY**

ARTICLE 22 – Personal data

22.1 Processing of personal data in connection with providing the Services is governed by the Ordinance of the European Parliament and Council (EU) 2016/679 regarding protection of individuals in connection with processing of personal data, free flow of such data and overruling Directive 95/46/EC (“Ordinance”) as well as the Data Protection Act dated 10th May 2018 (Journal of Laws 2019 item 1781)

22.2 In order to provide the Services, DPD may process the personal data of the Customer, the Sender and the Recipient of the Shipment (and possibly third parties indicated by the recipient). Personal data of the Ordering Party, Sender and Recipient of the Shipment are data processed in particular under the Postal Law. The Consignor’s and Consignee’s data placed on the Confirmation of Dispatch are the data processed on the basis of the Postal Law and the Carriage Law. DPD Polska Spółka z ograniczoną odpowiedzialnością seated in Warsaw, at ul. Mineralna 5, 02-274 Warsaw is the administrator of the Consignor’s and Consignee’s personal data in terms of first name and surname, delivery address or redirection address (country, city, street address, house number, flat number, postcode), company marking (for natural persons conducting economic activities), telephone number, e-mail address, Consignor’s signature or Consignee’s signature for confirmation of dispatch or delivery on an electronic device, bank account number. The scope of processed data results from the nature of the particular service.

22.3 DPD has appointed a data protection inspector who can be contacted by email: jod@dpd.com.pl or by letter to ul. Mineralna 5, 02-274 Warszawa on each matter regarding personal data processing.

22.4 The Consignor’s and Consignee’s personal data will be processed:

22.4.1 To perform the services – the legal basis being the Postal Law and Carriage law (article 6 item 1 letter c of the Regulation);

22.4.2 To execute agreements with Clients – the legal basis being DPD’s legally justified interest (article 6 item 1 letter f of the Regulation);

22.4.3 To perform the services – the legal basis being the agreement to which the data subject is a party (article 6 item 1 letter b of the Regulation);

22.4.2 also within the scope of optional data provided by the Consignor and Consignee of the Parcel, in order to facilitate contact, on the basis of their consent (article 6 item 1 letter a of the Regulation);

22.4.3 to establish or pursue any claims or defence against such claims by DPD – the legal basis being DPD’s legally justified interest (article 6 item 1 letter f of the Regulation). Legally justified interest means the possibility to establish, pursue or defend against claims.

22.5 The Consignor’s and Consignee’s personal data was made available to DPD by the Consignor or the Customer. Divulging of the data includes the following data of the Consignor and the Consignee: first name and surname, address (country, town, street address, house number, apartment number, postcode) company name (for individuals conducting economic activities), telephone number, e-mail address.

22.6 The Customer’s, Consignor’s and Consignee’s personal data may be divulged to subjects who render services to DPD in connection with performing Services, especially to DPD’s subcontractors who take part in performance of Services (e.g. couriers, DPD Pickup Points, IT providers, insurance companies, payment operators and subjects connected with the Administrator, especially companies within its capital group.

22.7 The personal data of the Consignor and Consignee of the Consignment will be processed for the duration of the Service and additionally for the period resulting from the provisions of law - the data contained in the waybills are stored by the Company for a maximum of period of 8 years and 3 months. The processing period may be extended each time by the period of limitation of claims, if the processing of the personal data of the Consignor and Consignee of the Consignment is necessary to establish or pursue any claims or defend against such claims by DPD. After the legal basis for processing has expired, the personal data is deleted or anonymized.

22.8 The Consignor and Consignee have the right to access their personal data, to request that it is corrected, deleted, to limit the processing or to register their objection regarding data processing.

22.9 The Consignor and Consignee have the right to file a complaint to the supervisory body (Personal Data Protection Office, ul. Stawki 2, 00-193 Warszawa) dealing with protection of personal data, if it is established that processing of the Consignor’s and Consignee’s personal data violates the provisions of the Regulation.

22.10 The Consignor and Consignee have the right to file an objection regarding processing of personal data for reasons specified in paragraph 22 item 22.4.5 (legally justified DPD's interest), for reasons caused by special circumstances of the Consignor or Consignee. For evidence purposes DPD requests that objections are file in writing or electronically.

22.11 DPD is responsible for results of actions of third parties, especially couriers who are DPD's subcontractors and who are entrusted to perform the Service or a part thereof.

22.12 Personal data may be processed outside the European Economic Area (EEA) only in the following events:

- the destination country provides adequate level of personal data protection to the level in force in the European Union or
- DPD or DPD's subcontractor concluded an agreement based on standard contractual clauses or implemented other mechanisms, which legalises data transfer to a third country in accordance with legal provisions. Transferring personal data outside EE is also possible if the Service contracted to DPD by the Consignor requires divulging such data, especially in the territory of a third country or countries where the service will be performed.

22.13 With respect to Return Documents service, upon contracting such Service the Customer with a Co-operation Agreement entrusts DPD with processing of personal data provided an additional document attached to the Consignment within the scope necessary to perform such Service. The processing is entrusted only for the duration of the Service and execution and in accordance with the Co-operation Agreement.

22.13.1 In connection with entrusting personal data in accordance with art 22.13, DPD is obliged to:

- (i) perform its duties specified in Art. 32 of the Regulation, especially to employ relevant technical and organisational measures to protect personal data;
- (ii) assist the Customer to fulfil the obligations described in Art. 32 – 36 of the Regulation, taking into account the nature of processing and information available to DPD;
- (iii) to the extent possible, assist the Customer to fulfil its obligation to respond to requests of the person to whom the data applies, within its rights determined in Section III of the Regulation;
- (iv) ensure that persons authorised to process personal data undertook to maintain confidentiality, unless these persons are obliged to maintain confidentiality by law.

22.13.2 Notwithstanding DPD obligations specified in point 22.13. point 1 of these Terms and Conditions, at the Customer's request, DPD shall perform other duties arising from the Ordinance. In the event an audit is necessary the Customer shall agree the scope and conditions of such audit with DPD beforehand, and the audit may be carried out after all possibilities of DPD's support for the Principal have been exhausted and its performance will not disturb DPD's operational processes. The cost of audit shall be covered by the Customer in each instance, regardless of its results.

22.13.3 The Customer authorises DPD to subcontract the processing of personal data to DPD's subcontractors who are involved in rendering Services ("Subprocessors"). DPD holds a list of Subprocessors which will be updated on a daily basis. DPD shall provide the Customer with the list of Subprocessors on the basis agreed separately between the Parties. The Customer has the right to object to the change within 7 days from the day the list of Subprocessors was made available to him. The Customer understands that lack of approval as to the change to the list of Subprocessors may result in lack of possibility of rendering further Services to the Customer. DPD will inform the Customer of such fact without delay.

22.13.4 DPD assures that it will contract only the processing subjects who ensure sufficient guarantee of implementation of relevant technical and organisational measures so that the processing meets the requirements of the Ordinance and protects the rights of the persons concerned. The Subprocessors will be given the same personal data protection responsibilities as are in force for DPD under this section of the Terms.

22.13.5 If the Customer is not the Personal Data Controller of the data contained in Return Documents, he is obliged to inform DPD of such fact, and the appropriate Personal Data Controller of further subprocessing DPD data provided on return documents, which includes performing duties of the processing entity resulting from GDPR.

22.14 With respect to the Customers with whom agreements for entrusting personal data processing (UPPDO) were signed within the Co-operation agreements and on the basis of which the Customer entrusted DPD with processing of personal data for the reason of execution of Co-operation Agreements, UPPDO remain binding, however they apply accordingly to Services listed in article 22 point 22.13 of these Terms and Conditions.

ARTICLE 23 – Confidentiality within the Co-operation agreement.

23.1 Any information relating to each of the Parties, in particular including information on: commercial and

operational activities, financial affairs, information on prices (Price Lists) and other commercial terms regarding the relationship with the Customers and suppliers, including the terms of the Agreement and the circumstances of its conclusion, regardless of the form in which they were delivered, constitute confidential information. The information loses its confidentiality aspect if a Party the information relates to decides so, or after 15 years from the date of conveying or receiving confidential information.

23.2 party to the Co-operation Agreement shall make every effort to ensure that the transmission of confidential information takes place in a way protecting these information from loss or unauthorized access, in particular, the parties of the Co-operation Agreement shall make every effort to ensure that the means of communication used to transmit confidential information guarantees the security of such information.

23.3 Each party to the Co-operation Agreement is obliged to use confidential information only for purposes related to the implementation of the Agreement, which means that the confidential information made available to the party to the Co-operation Agreement will not be used for any other purpose than only related to the implementation of the Agreement, in particular, for purpose contrary to the interests of the other party to the Co-operation Agreement. By unauthorized use of confidential information is meant, in particular, each transmission and distribution to third parties, including employees of the Parties not directly involved in the implementation of the agreement, unless the other Party has given its prior consent in writing.

23.4 The Contracting Parties agree that confidential information will be given only to such representatives, employees or entities cooperating with them, that will be clearly informed of the nature of the confidential information and the obligations resulting from this Article.

23.5 The obligation to maintain the confidentiality of information does not apply to:

- (i) information the disclosure of which results from the mandatory provisions of law;
- (ii) information for the disclosure of which the other party has given its prior consent in writing.

23.6 A Party to the Co-operation Agreement disclosing the information pursuant to point 23.5 (i) is required to promptly notify the other party about this fact in writing, unless informing about this fact is not permitted under the applicable laws or decisions of the authority requesting access to information. The above notification shall be made,

to the extent possible, before giving access to information to the person or authority authorized to demand their release.

CHAPTER VI – FINAL PROVISIONS

ARTICLE 24 – Partial invalidity

If at any time any provision of these Terms and Conditions is or becomes inconsistent with the law or with any other applicable binding regulation, invalid or unenforceable in any respect in any system of law, this will not affect the legality or any other applicable binding regulation, validity or enforceability of the remaining provisions, as well as the legality, validity or enforceability of such provision in any other system of law, and DPD will make every effort to amend these Terms and Conditions in order to achieve an outcome which would be provided by such invalid or unenforceable provision.

ARTICLE 25 –Law and jurisdiction

25.1 In cases not covered by the Agreement, RUK, RUM or in these Terms and Conditions the provisions of Polish law, in particular the Postal Law, the Carriage Law, the Civil Code shall apply, unless mandatory provisions state otherwise.

25.2 Any disputes related to the implementation of the Agreement shall be resolved by court of law with jurisdiction over the seat of DPD, regardless of whether the Customer, the Consignor (not the Customer) or the Consignee is in a dispute with DPD, provided that this provision does not apply to consumers within the meaning of article 22¹ of the Civil Code.

ARTICLE 26 –Ban on the use of trademarks

26.1 As part of the cooperation, the Parties agree to share their logos in order to inform Clients about mutual cooperation, and the publication of each logotype takes place in accordance with the principles of the corporate policy of the Parties and is subject to prior approval by the interested Party.

26.2 Subject to article 26.1 initio of these Terms and Conditions, The Customer, the Consignor (not the Customer) or the Consignee shall not be entitled to use the company business name and logo of DPD.

ARTICLE 27 –Specific regulations regarding Co-operation Agreements

27.1 Subject to the provisions of the Co-operation Agreements or these Terms and Conditions, which provide for the written form for statements of DPD, the Customer, the Consignor and the Consignee, any statements shall be

made and distributed via electronic mail to the e-mail addresses specified in the Agreement, in these Terms and Conditions, or determined in the course of implementation of the Agreement.

27.2 The statement is considered to be made at the moment it is published on the Internet in a way which makes it possible to establish the moment it was posted.

27.3 The Customer, the Consignor and the Consignee are obliged to inform DPD of each change of e-mail address specified in article 27 point 27.1 above, under pain of considering the statements sent to the current email address delivered.

27.4 DPD and the Customer have the right to terminate the Co-operation Agreement upon 1 month notice effective at the end of the calendar month. Termination statement may be submitted in writing or as per article 27 point 27.1 of these Terms and Conditions. The parties agree that if the Customer does not submit any transport order for a period of 6 consecutive months, the Co-operation Agreement will be automatically terminated upon the expiry of this period.

27.5 Subject to the other provisions of these Terms and Conditions of DPD and the Customer shall be entitled to terminate the Agreement with immediate effect in the event of a material breach of the Co-operation Agreement or these Terms and Conditions. A material breach of these Terms and Conditions of the Agreement means in particular breach of the obligations with regards to protection of confidential information as defined in Art. 23 of these Terms and Conditions, dispatch of the Consignment, as referred to in Art. 11 of these Terms and Conditions, breach of duties concerning the preparation of Consignment in accordance with Art. 10 of these Terms and Conditions, breach of the prohibition of the use of trademarks referred to in Art. 26 of these Terms and Conditions. In terms of the declaration of termination of the Agreement with immediate effect article 27 point 27.4 above applies accordingly.

ARTICLE 28 – Anti-corruption/export control regulations

28.1 The Customer declares, guarantees and confirms that it continuously observes and shall observe all potentially applicable anti-corruption and anti-bribery regulations. The Customer especially declares, guarantees and confirms that it shall not give, offer, promise or authorise any financial benefits or other valuable benefits in order to achieve or maintain business co-operation or provide it to other persons or obtain unfair advantage upon violation of legal provisions. In the event of sending a Shipment to a high-risk third country within the meaning of the AML Act, DPD reserves the right to take additional measures to reduce the risk of money laundering and terrorist financing related to

such Shipment, which may affect the transit time of such Shipment.

28.2 The Customer hereby represents and warrants to the DPD Network Member that it complies with any applicable national and international export control regulation. In this respect, the Customer represents and warrants that it complies with:

(i) any applicable national and international regulation concerning dual-use items,

(ii) any restrictive measure or embargo imposed in the framework of the programs of the United Nations or any other national or international program,

(iii) any applicable national and international regulation against terrorism and money laundering, or comparable activities.

28.3 The Customer represents and warrants that it is not among the individuals or entities identified on the SDN list or any of the United Nations or any other national or international comparable list.

28.4 Furthermore, the Customer is hereby informed and acknowledges that its data, the data of the Clients and of the Recipients relating to the performance of the Services be uploaded in the SDN monitoring tool of the DPD Network Member in order to verify that the Customer, the Clients and the Recipient are not identified on the SDN list or any of the United Nations or any other national or international comparable list. The Customer undertakes to inform its Clients and the Recipient of such use of their data by the DPD Network Member. The Customer hereby undertakes to notify to the DPD Network Member of any knowledge or suspicion it may have that its employees, Clients, the Recipient or any of the parties involved in the Service are in breach with any of the above mentioned regulations or are identified on the SDN list or any of the United Nations or any other national or international comparable list.

28.5 If the above conditions are not met, the Customer shall be deemed to be in breach of these Terms and the DPD network member shall have the right, at its sole discretion:

(i) to withhold or suspend the services,

(ii) to send all required information to competent authorities and/or

(iii) to implement the procedure required in such events by competent authorities, including destruction of the Consignment at the Customer's cost.

The Customer shall inform its Clients and the Recipient prior to the performance of the Services of the above mentioned DPD Network Member's rights and obtain their consent to such provisions. The DPD Network Member will under no circumstances be held liable for the interruption or suspension of the Services, the transfer of the Customer Clients or Recipient' data further to the request of the competent authorities, the destruction of the Parcel or any other appropriate measure taken by the DPD Network Member in application of the present Article.

28.6 Definitions used in article 28 have the following meaning:

(i) Client means the client of the Customer involved in the Service,

(ii) Consignee or Recipient means the person to whom the Parcel is addressed and whose name is mentioned as Consignor or Consignee on the Shipment Documents,

(iii) Customer or Consignor means any person natural or legal (including a company) acting within the scope of a professional or business activity, excluding any consumer within the meaning of art. 22¹ of the Civil Code, that enters into a Contract with the Service Provider irrespective of whatever scheme whereby the Parcel is sent by any person acting on behalf of the Customer,

(iv) DPD Network Member means a company part of the DPD Network as well as its respective employees and agents and independent contractors,

(v) SDN list means a list compiled pursuant to Executive Order 13224 for the purpose of identifying suspected terrorists or on the most current list published by the U.S. Treasury Office of Foreign Assets Control (OFAC) at its official website, <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx> or any replacement website or other replacement official publication of such list,

(vi) Service means the arrangement of the transportation of the Customer's Parcels involving cross border shipment and governed by these Conditions, including the related services and options selected by the Customer as specified on the website of the Service Provider at www.dpd.com

ARTICLE 28¹ – Compliance with regulations on money laundering and financing terrorism

28^{1.1} In accordance with the provisions of the In accordance with the provisions of the Anti-Money Laundering and Anti-Terrorism Financing Act dated 1st March 2018 (Journal of

Laws of 2018, item 723; hereinafter "AML Act"), DPD as a postal operator i.e. an institution which on the basis of the AML Act is obliged to apply the means of financial security determined in the AML Act to its clients with whom DPD signed a co-operation agreement, is obliged to:

a) identify the Client's beneficial owner and undertake justified steps to verify his/her identity:

(i) for a Client who is a natural person: first name and surname, citizenship, PESEL (Personal Identity) number or date of birth – if a PESEL number has not been provided, country of birth, series and number of an identity document, address of residence – if such information is in DPD's possession, name (company), tax identification number (NIP) and the main address of economic activities;

(ii) for a Client who is a legal entity or an organisational unit without the legal personality: (company) name, organizational form, address of the registered office or business address, NIP (tax identification number), and in the absence of such a number - the country of registration, the name of the relevant register, and the number and date of registration; first name and surname PESEL (Personal Identity) number or date of birth – if a PESEL number has not been provided and the country of birth, of the person who represents the legal entity or the organisational unit without the legal personality;

b) perform identification of the beneficial owner of the Client and undertake justified actions in order to verify his/her identity and for a client who is a legal entity or an organisational unit without legal entity, to establish the ownership and control structure; identification of the beneficial owner includes: first name and surname, citizenship – if such information is in DPD's possession – also PESEL (personal identity) number or date of birth – if a PESEL number has not been provided, as well as country of birth, series and number of an identity document, address of residence;

c) when performing the duties mentioned in point a) and b) above – identify the person authorised to act on behalf of the Client and verify his/her identity and powers to act on behalf of the Client; identification includes the following data: first name and surname, citizenship, PESEL (personal identity) number or date of birth – if a PESEL number has not been provided, as well as country of birth, series and number of an identity document;

d) establish if the Client or the beneficial owner is a politically exposed person within the meaning of the AML Act, or a family member of a politically exposed person or a person known as a close business associate of a politically exposed person.

28^{1.2} To perform the obligations specified in 28^{1.1} above, DPD may process the data of persons indicated in points a) – d) above. Personal data of such persons, within the scope listed in points a) - d) are considered to be data processed by DPD on the basis of the AML Act. DPD Polska sp. z o.o. seated in Warsaw at ul. Mineralna 5, 02-274 Warsaw is the data controller of the personal data of the persons indicated in points a) – d) above within the scope provided therein. More information on Personal Data processing is provided in the information clause available on www.dpd.com.pl website under “Personal Data Protection” tab.

ARTICLE 29 – Amendments, entry into force

29.1 DPD reserves the right to amend these Terms and Conditions at its sole discretion, provided that this provision does not apply to consumers within the meaning of article 22¹ of the Civil Code.

29.2 DPD will inform the Customer of any changes to these Terms and Conditions:

(i) for Co-operation Agreements - by e-mail in accordance with Art. 27.1 above indicating a link to the website, on which the Customer will be able to familiarize with the new version of the Terms and Conditions. With the announcement of the change to these Terms and Conditions DPD shall provide the Customer at least a 14-day period to make a statement concerning the refusal of acceptance of the new Terms and Conditions. If no declaration within the deadline specified in the previous sentence is made it is tantamount to acceptance of the new Terms and Conditions by the Customer. Unless otherwise provided in the Co-operation Agreement, in the event of a declaration concerning the refusal of acceptance of the new Terms and Conditions by the Customer, the Customer shall be entitled to terminate the Co-operation Agreement with upon previous Terms and Conditions. Binding contents of RUM, RUK and Price List shall be determined in the manner specified in the Agreement, also in case the Confirmation Of Dispatch refers to a specific variant of the documents in question.

(ii) If services are rendered on the basis of an Agreement – through the website. Current version of Terms and Conditions is available in every DPD Pickup Point.

29.3 These Terms and Conditions shall take effect as of 8th December 2022.