



REGULATIONS ON THE PROVISION OF SERVICES

in force in NEW POST INTERNATIONAL POLAND
Sp.z o.o dated on 15.10.2022

1. GENERAL PROVISIONS

1.1. These regulations define the terms of postal services and freight brokerage of NEW POST INTERNATIONAL Ltd. headquartered in Warsaw, 37/2.43 Domanevska Street, 02-672 Warsaw, entered in the register of entrepreneurs of the National Court Register by the District Court of the Capital City of Warsaw in Warsaw, 12th Commercial Section of the National Court Register under registration number NSR 0000611957, with TIN: 5272765848 and RNG 364176702, authorized capital: 950,000.00 PLN

1.2. By handing over the parcel to the Operator, the Service Receiver confirms that he has read and agrees with the Regulations.

1.3. The current version of the Regulations is available on the Operator's website.

1.4. For the purposes of these Regulations, the following definitions shall be introduced:

1.5. Address - a reference to the place of delivery of a postal item or a sum of money specified in a postal remittance specified by the Sender, or a reference to the place of their return to the Sender;

1.6. Recipient - a person specified by the Sender as a recipient of the postal shipment or the sum of money specified in the postal order;

1.7. Pricelist for postal services - the Operator's current list of prices for postal services and additional services, which are not part of the Regulations.

1.8. Pricelist for cargo brokerage services - the Operator's pricelist for cargo brokerage services that are not part of the Regulations;

1.9. Business days - ordinary days from Monday to Friday, except Saturdays, Sundays and public holidays;

1.10. Unaddressed printed forms - written or graphic information without indication and address of the addressee, enlarged by printing or similar technique, recorded on paper or other material used for printing, including books, catalogs, magazines or newspapers;

1.11. Address label - a label with the Address data of the Addressee gener-

ated by the Customer when ordering the Postal Service, intended for shipment;

1.12. Parcel shipment form - the form provided by the Service Receiver's Operator when ordering the Postal Service and concluding the Postal Service Agreement;

1.13. Business customer - a customer of the Operator that uses the Operator's services within the framework of its business activities;

1.14. Consumer - a natural person who performs a transaction with the Operator that is not directly related to its business or professional activities;

1.15. Sender - a person who has concluded a Postal Service Agreement with the Operator;

1.16. Branch - the facility of the Operator where it is possible to send and receive the Parcels;

1.16.1. Operator - the Company; if the context so provides; 'Operator' also means an authorized person acting on behalf of the Operator;

1.17. Parcel Locker - a machine which allows sending and picking up shipments from Parcel Lockers using the access data provided by the Operator;

1.18. Postal Service Act - Postal Service Act dated on November 23, 2012 as amended;

1.19. Transportation Law - Transportation Law Act dated on November 15, 1984, as amended;

1.20. Postal transfer - an order for an operator to deliver a specified amount of money to the addressee;

1.21. Parcel - a parcel with the indication of the addressee and address, submitted for acceptance or received by the Operator for transportation and delivery to the addressee, which is a Postal parcel or courier dispatch;

1.22. Courier dispatch - a dispatch which is not a postal parcel;

1.23. Postal shipment - a shipment which is a postal parcel or a mailing within the meaning of the Postal Law;

1.24. Regulations - these regulations for the provision of the Services by the Company;

1.24.1. Company - 'NEW POST INTERNATIONAL Sp. z o.o.,' headquartered in Warsaw, 37/2.43 Domanevska Street, 02-672 Warsaw, entered in the register of entrepreneurs of the National Court Register by the District Court of the Capital City of Warsaw in Warsaw, 12th Commercial Section of the National Court Register under registration number NSR 0000611957, with TIN: 5272765848 and RNG 364176702, authorized capital: 950,000.00 PLN;

1.25. Website of the Operator, Website - the official website of the Operator at novapost.pl;

1.26. Postal Service Agreement - the agreement between the Service Recipient/Sender and the Operator under which the Operator provides postal services to the Service Recipient;

1.27. Contract for Cargo Brokerage Services - the contract between the

Consignee/Sender and the Operator, under which the Operator provides brokerage services for cargo transportation;

1.28. Postal service - service of delivery of postal items on the territory of Poland and in international transport;

1.29. Postal services - postal services within the meaning of the Postal Act, provided by the Operator in accordance with the Regulations;

1.29.1. Brokerage services - services for delivery and transportation of Parcels, except for postal parcels, within the meaning of the Postal Law;

1.30. Service Recipient - a business customer or consumer who uses the services of the Operator and orders a postal service or an additional service.

2. CATALOG OF POSTAL SERVICES PROVIDED

2.1. The operator provides the following postal services:

2.1.1. Processing, sorting, delivery of postal items, including items with a declared value within the meaning of the Postal Act of acceptance, sorting, issuance of unaddressed printed forms;

2.1.2. The forwarding of postal items and unaddressed printed forms, if performed in conjunction with at least one of the activities referred to in a or b above;

2.1.3. The operation of offices of exchange, which ensure the acceptance and exchange of correspondence between the entities using the services of these offices;

2.2. The Operator provides a basic service, which consists in the delivery of postal items in Poland and in international transport in the following variant:

2.2.1. Address-Address - receiving of the parcel at the Sender's address and its delivery to the Receiver's address.

2.2.2. Branch-Branch - receiving of shipment from the Sender at the branch in the Sender's city and delivery of this shipment to the Receiver at the branch in the Receiver's city.

2.2.3. Branch-Address - receiving of parcel from the Sender in the office in the city of the Sender and its delivery to the address of the Recipient.

2.2.4. Address-Branch - receiving the parcel from the Sender at the address in the Sender's city and delivering it to the Branch in the city specified as the Recipient's city.

2.2.5. Branch-Parcel Locker - receiving the shipment from the Sender at the office in the city of the Sender and delivering it to the Recipient's Parcel Locker.

2.2.6. Address-Parcel Locker - receiving the shipment from the Sender at the address in the Sender's city and delivering it to the Parcel Locker in the Recipient's city.

2.2.7. Parcel Locker-Post Branch - receiving a parcel from the Sender at the Parcel Locker in the Sender's city and delivering the parcel to the Office in

the city specified as the Recipient's city;

2.2.8. Parcel Locker-Address - receiving of the parcel from the Sender in the Sender's city and delivery of the parcel to the Addressee's address.

2.3. The Operator shall provide the following brokerage services for cargo transportation:

2.3.1. Collection, sorting, delivery of courier shipments, including those with declared value;

2.3.2. Pickup, sorting, delivery of unaddressed printed forms;

2.3.3. Transportation of courier dispatches, through relevant transportation companies, organization of transportation, mediation in transportation of cargo.

2.4. The operator provides cargo brokerage services, consisting in organization of transportation of courier parcels within the territory of Poland and in international transport in the following variants:

2.4.1. Address-Address - receiving of the parcel at the address specified by the Sender and delivery of the parcel to the Recipient's specified address;

2.4.2. Branch-Branch - receiving of parcel from Sender's office in Sender's city and delivery of this parcel to Recipient's office in Recipient's city.

2.4.3. Branch-Address - receiving of parcel from Sender in the office in the city of Sender and delivery of parcel to the indicated address of Recipient.

2.4.4. Address-Branch - receiving of the shipment from the Sender at the address in the Sender's city and delivering the shipment to the Branch in the city specified as the Receiver's city.

2.4.5. Branch-Parcel Locker - receiving of the parcel from the Sender at the Sender's city and delivering the parcel to the Parcel Locker in the Recipient's city;

2.4.6. Address-Parcel Locker - receiving of the parcel from the Sender at the address in the Sender's city and delivery of this parcel to the Parcel Locker in the Recipient's city;

2.4.7. Parcel Locker - a unit that accepts a parcel from the Sender at the Parcel Counter in the Sender's city and delivers the parcel to the Unit in the city specified as the Recipient's city;

2.4.8. Parcel Locker-Address - acceptance of the parcel from the Sender to the Parcel Locker in the Sender's city and delivers the parcel to the address of the Recipient;

2.5. In case of closure, temporary unavailability or transfer of the outlet or Parcel Locker, the Operator shall have the right to change the place or method of delivery of the Service Receiver upon prior notice to the Service Receiver.

3. GENERAL CONDITIONS OF POSTAL SERVICES AND INTERMEDIARY SERVICES FOR CARGO TRANSPORTATION

- 3.1.** The Operator shall use the same network of Post Branches and Parcel Lockers for provision of postal communication services and cargo transportation services.
- 3.2.** Postal services shall be provided by the Operator to Consumers and legal entities.
- 3.3.** Cargo intermediary services shall be provided by the Operator to Consumers and legal entities.
- 3.4.** The Operator shall provide services on the dates indicated on the Website for this type of services.
- 3.5.** The Operator provides services on the territory of the Republic of Poland and in international trade, in countries, information about which is placed on the Website.
- 3.6.** The conclusion of the Contract for postal services takes place, in particular, by the Operator's acceptance of the postal parcel for transportation and delivery. The Postal Services shall be sold in accordance with the Pricelist for Postal Services published on the Website.
- 3.7.** The conclusion of the Contract on rendering the brokerage services shall be made, in particular, by accepting the courier shipment by the Operator to organize its transportation and delivery. Provision of cargo brokerage services shall be carried out in accordance with the Pricelist for cargo brokerage services published on the Website.
- 3.8.** Acceptance and delivery of the Shipment shall be performed on business days.
- 3.9.** The agreement for provision of postal services concluded by the Operator with the Customer who is a Consumer shall be a distance contract within the meaning of the Consumer Rights Law. The Service Recipient, who is a Consumer, shall have the right to cancel the concluded Postal Service Agreement within 14 days from the date of its conclusion, unless it has been executed by the Operator. The Consumer may withdraw from the Postal Service Agreement by submitting the Customer, who is a Consumer, a statement of withdrawal in writing by e-mail to support@nova-poshta.pl, (hidden) or through the website.
- 3.10.** The Contract for cargo intermediation services concluded by the Operator with the Customer, who is a Consumer, is a contract at a distance within the meaning of the Consumer Rights Act. The Customer, who is a Consumer, shall have the right to withdraw from the concluded Contract for cargo intermediation services within 14 days from its conclusion, if it has not been executed by the Operator. The Customer may withdraw from the Contract for Cargo Intermediary Services by submitting an application for withdrawal in writing by the Customer, who is a Consumer, by e-mail to:

support@novapost.pl, support@nova-poshta.pl or via the website.

3.11. The availability of delivery and dispatch to the Parcel Lockers is reported on the Web site according to the list of available Packages for dispatch on the site. The operator does not guarantee parcels in a particular territory.

3.12. Delivery of parcels to the Parcel Locker is possible only to the Parcel Locker on the territory of the Republic of Poland.

4. RECEIVING AND ISSUING SHIPMENTS. PROVISION OF POSTAL SERVICES.

4.1. General rules of posting

4.1.1. The Parcel must be properly packaged by the Sender, ensuring the safety of the Postal Service and delivery of the contents of the Parcel intact. The Operator may, at the Sender's request, package the Parcel as an additional service.

4.1.2. The way of packaging the Parcel shall comply with the packaging rules posted on the website.

4.1.3. The way of packing the Parcel must ensure that it is marked with the corresponding address labels.

4.1.4. Parcels exceeding the permissible dimensions or weight limits are accepted for transportation only after prior agreement with the Operator.

4.1.5. If it is necessary to declare the value of the parcel by the Sender in order to perform the postal service, this value must correspond to the actual value of the contents of the parcel. The declared value of the item may affect the price of the postal service in accordance with the applicable Pricelist of postal services.

4.1.6. The Sender of the parcel shall specify the address of the Recipient or the address of the parcel locker or branch, where the item is delivered. The Sender is responsible for the correctness of the data specified for delivery by the operator.

4.1.7. The Sender orders the service through the Website specifying the type of sending, address data of the Sender and the Recipient, as well as the method and place of delivery.

4.1.8. The Sender orders the service through the Website with indication of the type of shipment, address data of the Sender and the Recipient, method and place of delivery.

4.1.9. After placing the order for the postal service or brokerage service for transportation of goods through the Website, the Recipient of the service gets an opportunity to create an address sticker, which he/she must clearly place on the package of the shipment.

4.1.10. The Recipient of the services adds to the courier shipment a Waybill generated at the time of ordering.

4.1.11. Any marking applied by the Sender to the package of the Parcel shall

not cover the address label and may not contain any content prohibited by law.

4.1.12. The Sender shall pay for the Postal Service or the freight brokerage service in advance according to the selected type of the freight brokerage service or the freight brokerage service and the Pricelist using the payment methods available on the Website, except for the cash on delivery, paid on the conditions specified by the Regulations.

4.1.13. The Operator shall refuse to enter into a Postal Service or Intermediary Carrier Service Agreement or may withdraw from the contract if:

- a.** in the case of postal items, the Sender does not meet the requirements for the provision of Postal Services set forth in the Postal Act or the regulations promulgated thereunder and in the Regulations;
- b.** in the case of courier shipments, the Sender does not meet the requirements for the provision of the Shipping Brokerage Services specified in the Transportation Act or in the regulations issued on its basis, as well as in the Regulations;
- c.** the contents or packaging of the Shipment exposes third parties or the Operator to damage;
- d.** there are inscriptions, pictures, drawings or other graphic symbols on the package of the Sender or in a visible part of its contents which violate the legislation or postal charges, which do not meet the requirements laid down in the Postal Act;
- e.** the postal service will be performed in whole or in part in a territory not covered by the registry entry unless the postal service operator has entered into a cooperative agreement authorizing the service to be performed outside of that territory;
- f.** acceptance or transportation of the Postal Service is prohibited under separate regulations.

4.1.14. The Operator shall have the right:

- a.** to refuse to enter into the Postal Service Agreement if the mailing does not meet the conditions required to enter into the Postal Service Agreement as determined by the Postal Service Operator;
- b.** to refuse to enter into the Contract for Intermediary Transportation Services if the courier shipment does not meet the conditions required to enter into the Contract for Postal Communication Services as determined by the Operator;
- c.** to refuse from the Contract for Postal Service Provision if the mailing does not meet the conditions specified in the Contract for Postal Service Provision;
- d.** to refuse from the Contract for the provision of cargo brokerage services if the courier shipment does not comply with the conditions

set forth in the Contract for the provision of cargo brokerage services.

4.1.15. If the Operator cancels the Contract for provision of postal services for the reasons specified above, the accepted mail shall be returned to the Sender at his expense and the fee for the postal service shall be refunded.

4.1.16. If the Operator, for the reasons stated above, withdraws from the Contract for cargo intermediary services, the accepted courier dispatch shall be returned to the Sender at his expense and the fee for intermediary services for cargo transportation shall be refunded.

4.1.17. The Operator who has concluded the Contract for Postal Communication Services or the Contract for Intermediary Services for Cargo Transportation with the Sender shall indicate the received Parcel with the information about acceptance of payment for postal communication services, or the method of its payment and shall allow its identification.

4.1.18. The Parcel that cannot be delivered to the addressee shall be returned to the Sender by the Operator who has concluded the Postal Services Agreement or the Intermediary Services Agreement with the Sender. For actions related to the return of the Shipment the Operator may demand payment of remuneration in the amount specified in the Pricelist of Postal Services or the Pricelist of Brokerage Services for cargo transportation.

4.1.19. The returned parcel shall be delivered to the Sender on the terms of delivery to the Recipient.

4.1.20. If the item is not returned by the Sender within 7 days from the date of notification of the Sender about the return of the item, it shall be deemed to be an undeliverable item.

4.1.21. In case of reasonable suspicion that the Parcel can damage other parcels or property of the Operator the Operator can demand the Sender to open it, and if the application to open the Parcel is impossible or unsuccessful, he has the right to protect the Parcel at his expense by security means, including cases related to the mail traffic security.

4.1.22. In case of reasonable suspicion that the Parcel is the subject of a crime or its content poses a threat to people or the environment, the Operator shall immediately notify the relevant authorities and shall maintain and protect the Parcel until the inspection by these authorities.

4.2. Size and weight of the shipment

4.2.1. The price of the postal service may depend on the weight and size of the shipment in accordance with the Pricelist for postal services.

4.2.2. The price of the brokerage service for cargo transportation may depend on the weight and size of the courier cargo according to the Pricelist for brokerage services for cargo transportation.

4.2.3. There are two ways to determine the weight of the shipment: actual and volumetric. The cost of postal services shall be calculated by the greater weight value - actual or volumetric according to the Pricelist for postal services.

4.2.4. The actual weight shall be determined by weighing the shipment on the scales.

4.2.5. The volumetric weight is determined based on the external dimensions of the shipment (whereas the external dimensions in the case of irregular shape are measured according to the most protruding points) using the formula: Volumetric weight [kg] = Length [cm] x Width [cm] x Height [cm] / 4000.

4.2.6. For shipments weighing more than 30 kg, they must be securely placed on pallets.

4.2.7. There are the following dimensions of postal items, on which the cost of postal service may depend according to the Pricelist for postal services:

4.2.7.1. Documents - a postal parcel containing postcards, papers weighing not more than 1 kg and having dimensions not more than: length - up to 35 cm, width - up to 25 cm, height - up to 2 cm;

4.2.7.2. A parcel with weight 0-2 kg (actual or volumetric);

4.2.7.3. A parcel with weight (actual or volumetric) over 2-10 kg;

4.2.7.4. A parcel with weight (actual or volumetric) over 10-20 kg.

4.2.8. There are different sizes of courier parcels, on which the cost of the Postal Service according to the Pricelist for freight brokerage services may depend: A shipment with a weight (actual or volumetric) greater than 20 kg.

4.3. Shipment

4.3.1. Parcels can be accepted by the Operator at the branch, the dispatch chamber and at the address specified by the Sender.

4.3.2. The recipient of the service who wishes to send a parcel fills out a dispatch form through the Website and pays the service fee.

4.3.3. In case the recipient of services sends a parcel with a choice of delivery time interval, this may be an additional service, which is paid in accordance with the Pricelist for postal services or the Pricelist for freight brokerage services.

4.3.4. After completing the Form of the Parcel, the Service Receiver shall generate and print the address label, which shall be placed on the Parcel in a visible place.

4.3.5. The generated address label shall be valid for 14 days.

4.3.6. When forming the form of the Parcel, the Customer receives the number of the Parcel, by which it is possible to get information about the status of the postal service or freight brokerage services.

4.3.7. When receiving the parcel, the operator checks the completeness of the address data and the payment of the parcel.

4.3.8. If the Operator discovers the absence of the correct address label, incomplete address data or incorrect packaging of the Parcel, the Operator has the right to refuse to accept the Parcel.

4.3.9. Receiving of the Parcel by the Operator does not mean that the contents of the Parcel have been checked and correspond to the Regulations

and the legislation in force.

4.3.10. Parcels in the form of corrugated cardboard packages, connected with each other by stretch film and tape, are not accepted. Three bundled parcels can be sent provided the following conditions are met: the parcels contain textile products (clothing, fabric, soft goods), the total weight does not exceed 10 kg and the parcels are connected by at least five layers of stretch film and tape to form a single shipment.

4.3.11. Parcels dispatched after 3 p.m. will be dispatched the next business day.

4.3.12. The sender shall provide a properly packed Parcel or have the option to use the additional service 'Packing'.

4.3.13. If doubts arise that a shipment contains items of a prohibited category (shipments in boxes, crates, packages, wrapped in opaque foil or other packing materials covering the contents, without marking, any identification, unpleasant smell, etc.), the Operator representative has the right to demand that the shipment be checked and the contents checked.

4.3.14. In case of refusal and/or discovery of prohibited contents of the shipment, the Operator's representative shall have the right to refuse the Postal Service or brokerage service for the shipment.

4.3.15. The sender shall provide information to formalize the shipment in accordance with these Rules.

4.4. Detailed conditions of sending the Shipment to the Branch

4.4.1. If the sender is the payer of the service and the form of payment is cash, the sender shall settle with the Company representative.

4.4.2. The sender is obliged to inform the recipient of the number of parcel note, the date of delivery and familiarize the recipient with these Rules.

4.4.3. The following categories of customers are served at the Division without line:

- ✓ the elderly;
- ✓ persons with disabilities
- ✓ accompanying children under 3 years of age;
- ✓ pregnant women;
- ✓ combatants (upon presentation of a relevant certificate).

4.5. Detailed conditions of self-delivery shipments to the specified address

4.5.1. In case of dispatch by Pickup by the Operator to the address specified by the Service Receiver, it is possible after prepayment for the service through the Operator's IT system.

4.5.2. Parcels (postal items or courier items, respectively) sent by the Operator to the address indicated by the Customer cannot exceed 30 kg per shipment, and the maximum length together with the packing should not exceed 120 cm, and the sum of dimensions should not exceed 150 cm.

4.5.3. The Recipient of services must allow the representative of the Company to reach the place indicated as the address of receipt, as well as to

drive in the car near the indicated address of receipt of the parcel (for parcels with weight over 30 kg) within the distance of not more than 50 meters.

4.5.4. If the total weight of the parcel together exceeds 30 kg, the recipient of services shall ensure loading of the parcel on the Operator's vehicles himself.

4.5.5. The Service Receiver shall provide packaging and information support for the Parcel in accordance with the provisions of these Rules.

4.5.6. In case the Parcel is sent by the Operator by receiving it at the address specified by the Service Receiver, the Service Receiver may choose the day and time when the Parcel will be received by the Operator through the Website when ordering the Postal Service. The Service Receiver is obliged to provide the Operator with an opportunity to receive the Parcel, drawn up in accordance with the Regulations, at the specified time.

4.5.7. The total time of reception of the Parcel by the representative of the Operator shall not exceed 15 minutes.

4.5.8. The Operator's representative shall not issue an invoice upon receipt at the specified address. In order to receive the invoice, the Service Receiver shall apply to the nearest Branch.

4.5.9. Under the conditions provided for sending at the outlet, it is also possible to send the parcel at the pick-up and delivery point, which is a format of outlet located on the territory of the operating enterprise (grocery store, clothing / home / building materials store, mini-market, pharmacy, etc.), where it is possible to pick up or deliver only a shipment with a declared value of less than 5000 PLN, weighing no more than 30 kg per address label / bill of lading, for which the maximum length of one side of the shipment does not exceed 120 cm.

4.6. Detailed conditions of shipment of items in the parcel locker

4.6.1. In case of parcels received at the parcel locker, the maximum permissible weight of the Parcel is 25 kg and its dimensions are 40*30*60 cm. The cost of the item received from the parcel box may not exceed PLN 5,000.00.

4.6.2. A Parcel may be put by the sender in a Parcel Locker if there are free lockers at the parcel locker. The Operator does not guarantee the availability of the boxes at any time during the operation of the parcel locker.

4.6.3. Sending by placing parcels in the Parcel Locker is possible after creating the parcel note in the Operator's mobile application.

4.6.4. The list of places where the Parcel Locker service is available is available at: novapost.pl

4.6.5. The content of the Parcels sent to the Parcel Locker may not include any content prohibited for transportation under these Rules

4.6.6. To send the Parcel from the Parcel Locker, it is necessary to use the Operator's mobile application and authorize in it.

4.6.7. When sending to a parcel locker, you can send not more than one

Parcel per waybill / address label.

4.6.8. The address label or parcel note created in the mobile application is valid for 12 hours from the moment of creation.

4.6.9. The parcel shipment service via the Parcel Locker is paid only online after the address label or waybill is created.

4.6.10. To send the Parcel by placing it in the Parcel Locker using the Operator's mobile application on the Sender's phone, the Bluetooth, geolocation and mobile Internet functions must be disabled.

4.6.11. The locker shall be opened using the Operator's mobile application. After the Parcel is placed in the parcel locker, the Sender should close the locker and confirm the placement of the Parcel by pressing the corresponding button in the Operator's mobile application.

4.6.12. After the Sender receives the Parcel placed by the representative of the Operator from the storage box, the Addressee will receive SMS message about the beginning of the delivery of the Parcel to the Addressee.

4.6.13. If the Parcel does not fit into the cell of the parcel locker or the parcel locker has detected a technical failure during sending, the Sender shall have the possibility to send the Parcel to the Division or order the self-delivery of the Parcel to the specified address.

4.6.14. If there are problems with creating the address label / bill, opening the box, placing the parcel in the box or other problems when sending the parcel through the post office, the sender can get help by calling the contact number of the customer service center.

4.6.15. The parcel distribution schedule is available on the website: novapost.pl

4.6.16. The terms of use of InPost partner mailboxes are available at inpost.pl.

4.7. General rules of delivery of dispatches

4.7.1. Items shall be delivered by the Operator to the Recipient's address specified by the Sender, to a branch or a post office.

4.7.2. The claimed period of delivery is from 5 to 10 working days.

4.7.3. Same business day delivery as an additional service provides sending of the Parcel by the Sender before 12:00 p.m. of a certain day. This service is only available for deliveries within Poland.

4.7.4. Delivery of parcels with guaranteed time of delivery is possible under the conditions agreed with the Customer in the individual contract for the provision of postal services under the conditions specified therein.

4.7.5. The sender and the recipient can track the dispatch, and consequently the status of the postal service through the website after specifying the dispatch number at: nova-poshta.pl

4.7.6. When delivering international parcels, the Service Recipient bears all costs related to customs clearance and also bears the risk related to the actions of customs authorities and border guards on the parcel and

its contents.

4.7.7. If, according to the Sender's application, the Parcel includes items that are allowed to be purchased only by adults, the Operator may require the Addressee or the recipient of the Parcel to present a document proving that the person is of legal age. In case of refusal to provide the document, the Operator may refuse to issue the dispatch. Checking the age of the recipient of the Parcel may be an additional service, which is paid additionally according to the current Pricelist of postal services

4.8. Detailed rules of delivery of the Parcel to the Branch

4.8.1. To receive the Parcel at the outlet, the Recipient shall indicate the number of the Parcel / parcel note (if applicable) or the number of the cell phone to which the SMS notification about the possibility of receiving the Parcel was sent.

4.8.2. The Recipient, who is a natural person, shall confirm their identity to the Operator's representative by presenting a valid identity document.

4.8.3. Issuing a Sending without confirming the Recipient's identity is possible if the declared value of the Parcel is less than 5,000.00 PLN and the Recipient knows the number of the Parcel and can provide the receiving code sent in the form of an SMS message to the number specified as the Recipient's number.

4.8.4. In order to receive a shipment of PLN 5,000.00 or more, the recipient must provide a document confirming his identity and indicate the receiving code sent in the form of an SMS message to the number indicated as the recipient's number or acknowledge receipt. message by answering an incoming call to

the number indicated as the recipient's number. If there is no SMS receiving code or all attempts to identify by SMS code are used - identification is performed through connection. There are 2 parcels with SMS receiving code and the time of receiving SMS receiving code is 5 minutes.

4.8.5. In case of delivery of the Sending, the contents of which can be transmitted only to an adult person, the Recipient shall provide a document proving their age upon request of the Operator's representative. In case of absence of such document, the Operator's representative may refuse to deliver the Parcel.

4.8.6. In case of receipt of the Parcel by a person who is not specified as the Recipient of the Parcel, it is necessary to specify the number of the Parcel and present the corresponding authorization and the document confirming the person receiving the Parcel, specifying as authorized to collect it. In the case of receiving the Parcel, the value of which does not exceed PLN 5,000.00, it is possible to receive the Parcel by a person close to the Recipient, upon presentation of a document confirming the kinship.

4.8.7. Receipt of the parcel in the office is possible during working hours.

4.8.8. The following categories of clients are served in the Department

without line:

- ✓ the elderly;
- ✓ disabled persons;
- ✓ persons accompanying children under the age of 3;
- ✓ pregnant women;
- ✓ participants of military operations (upon presentation of a relevant certificate).

4.8.9. Under the conditions stipulated for delivery at the Branch, it is possible to send the Parcel at the pick-up and delivery point, which is a format of the Branch located on the territory of an operating enterprise (grocery store, clothing/home improvement store, mini-market, pharmacy, etc.) where only the Parcel with the declared value less than PLN 5,000.00, weighing not more than 30 kg on the address label/ delivery note, for which the maximum length of one side of the parcel does not exceed 120 cm, can be collected or sent. If the Parcel is not picked up by the Recipient within 5 calendar days, it shall be handed over to the nearest Branch.

4.9. Detailed rules of delivery of Parcels to the specified address

4.9.1. In case of delivery of the Parcel to the address of the Recipient, the Recipient shall receive an SMS message on the telephone number specified by the

Sender about the scheduled date of delivery of the Parcel. The Recipient shall be obliged to ensure the delivery of the Parcel on the specified date.

4.9.2. If the delivery is made to the addressee's address, in the absence of the addressee or family member authorized to receive the Parcel, the Parcel shall be sent by the Operator to the branch or storage chamber of parcels, where they can be received under the relevant conditions for this method of collection. The parcel can be picked up within 7 days from the date of notification to the recipient of the possibility of receipt, after which it is returned to the sender without prior notice.

4.9.3. Delivery of the shipment is made to the address of the addressee, but does not include the shipment, which is moved by the Operator within the premises at the specified address.

4.9.4. The Operator is not required to verify the person receiving the parcel at the addressee's address. The person receiving the parcel at the addressee's address shall be deemed to have the right to receive it.

4.9.5. Upon receipt of the parcel by the Addressee, his family member or other authorized person, the Operator may require a receipt. In this case the refusal to confirm the receipt of the Parcel shall be considered as a refusal to accept the Parcel.

4.9.6. In case of delivery of the Parcel for which the delivery service was ordered only to the hands of the Recipient, the Recipient shall be obliged to present a document proving his identity upon request of the Operator's representative. In case of absence of such document, the Operator's repre-

sentative may refuse to deliver the Parcel.

4.9.7. In case of delivery of the Postal Distribution, the contents of which may be handed over only to an adult person, the Recipient shall, at the request of the Operator's representative, provide a document confirming his/her age. In case of absence of such document, the Operator's representative may refuse to deliver the Parcel.

4.9.8. The time of presence of the Operator's representative at the delivery address in connection with the delivery of the Parcel shall not exceed 15 minutes.

4.9.9. Delivery of a shipment to the specified address is possible if it is possible to reach the specified address and reach that address by car within a distance of not more than 50 m.

4.9.10. Delivery of a shipment to the specified address is possible only for shipments weighing up to 30 kg.

4.9.11. Within one packing slip/bill it is possible to postpone the delivery time by 5 working days. If the shipment has not been delivered within 5 business days, it will be transferred to the nearest Branch.

4.9.12. Delivery of the shipment to the specified address, if the payer is the recipient, is possible in case of cash payment to the cost of shipment PLN 5,000.00 or in case of non-cash payment - any value.

4.9.13. The terms of parcel delivery by InPost couriers can be found at inpost.pl.

4.10. Detailed conditions of delivery of parcels to a Parcel Locker

4.10.1. In case of delivery of the Parcel to a Parcel Locker, the maximum permissible weight of the Parcel is 25 kg and the dimensions are 40*30*60 cm. The cost of the parcel delivered to the Parcel Locker cannot exceed PLN 5,000.00.

4.10.2. If the parcel does not meet the weight or dimensions of the parcel acceptable for receipt in the Parcel Locker, it will be sent to the nearest Branch.

4.10.3. Parcels delivered to the Parcel Locker may include a maximum of one dispatch per address label / bill.

4.10.4. The recipient receives an SMS message after the dispatch is placed in the Parcel Locker.

4.10.5. In order to receive the Parcel in the mailbox, it is necessary to install the Operator's mobile application and authorize using the cell phone number specified as the number of the Addressee.

4.10.6. In order to receive the Sending from the Package of Sendings using the Operator's mobile application on the Receiver's phone, the Bluetooth, geolocation and mobile Internet functions shall be disabled.

4.10.7. In case the Recipient pays for the Parcel before receiving the Parcel, it is necessary to pay for it with a bank card in the Operator's mobile application.

4.10.8. The Parcel delivered by handing over to the post office shall be picked up by the Addressee after entering the telephone number and the access code received from the Operator, the data of which allows opening the post office and receiving the Parcel. The Operator shall not be liable for the receipt of the Parcel in the post office by an unauthorized person in case of disclosure or loss of the data of the receipt by the Addressee. The parcel can be picked up within 7 days from the moment of notifying the addressee about the possibility of receiving it, after which it is returned to the sender without prior notice.

4.10.9. The operator places the parcel in the Parcel Locker as long as there are free boxes in the Parcel Locker. In case there are no free boxes in the Parcel Locker, the Operator shall have the right to transfer the Parcel to another locker located nearby, change the date of delivery or change the form of delivery having notified the Recipient thereof in advance.

4.10.10. In order to take the Sending from the Parcel Locker, the recipient shall use the phone number provided by the recipient of services and the receiving code sent by the operator to this phone number by entering them in the corresponding mechanism of the Parcel Locker. After entering the required data, a Parcel Locker will open where you can receive the mailing. After deleting the Sending, the Addressee must close the Parcel Locker.

4.10.11. If within 2 calendar days from the date of placement by the Operator the Sender does not pick up the Parcel from the Parcel Locker the Operator shall deliver the Parcel to the outlet informing the addressee about it.

4.10.12. If the Parcel is received by the Recipient at the outlet, the permission to receive the Parcel shall be checked by providing the Operator with the receiving code received by the Recipient via SMS or e-mail. The Parcel can be picked up within 7 days from the date of notifying the Recipient of the possibility to pick it up, after which it shall be returned to the sender without prior notice.

4.10.13. The parcel distribution schedule is available on the website: novapost.pl

4.10.14. The terms of use of InPost partner mailboxes are available at inpost.pl.

5. INFORMATION REQUIRED FOR REGISTRATION SENDING

5.1. Basic type of service:

- ✓ «From address to address»;
- ✓ «From branch to branch»;
- ✓ «From address to branch»;
- ✓ «From outlet to address»;
- ✓ «From branch to parcel locker»;
- ✓ «From address to parcel locker»;

- ✓ «From parcel locker to parcel locker»;
- ✓ «From parcel locker to address»;
- ✓ «From parcel locker to branch»;

5.2. Information about the sender:

5.2.1. For legal entities and individual entrepreneurs: name (registration data) / surname, first name and patronymic; Address / branch / parcel collection chamber; cell phone number of the contact person; E-mail;

5.2.2. For natural persons: name, surname and patronymic; Address/department/camera for parcel collection; cell phone number; E-mail;

5.3. Shipping delivery information.

5.4. Recipient Information:

5.4.1. For legal entities and individual entrepreneurs: name (registration data) / surname, first name and middle name; address (including zip code), address/department/post office for delivery of shipment; cell phone number of contact person; E-mail and phone number of contact person;

5.4.2. For individuals: surname, first name and patronymic; address (including zip code); address/department/post office for delivery of the shipment; cell phone number; E-mail;

5.5. Shipping information: number of pieces; actual weight and dimensions; declared value; description of contents.

5.6. Payer for services.

5.7. Form of payment (cash/non-cash).

5.8. Possible selected additional services.

5.9. Other information that can affect the quality, duration and cost of services.

6. UNSERVICEABLE PARCEL

6.1. A parcel that cannot be delivered to the addressee or returned to the sender because the sender's address is missing or incorrect (non-deliverable parcel) may be disclosed by the Operator who has concluded a Postal Service Contract or a Contract for Intermediary Services in Carriage to obtain data permitting its delivery or return to the sender.

6.2. An undeliverable parcel shall also be deemed unpaid or paid below the amount due if the sender refuses to pay the fee for the return shipment or the addressee refuses to pay the surcharge.

6.3. An undelivered parcel shall be opened immediately.

6.4. Undelivered parcels shall be opened by the commission consisting of not less than 3 people appointed by the head of organization department of the Operator responsible for undelivered dispatches.

6.5. Non-deliverable parcel shall be opened in such a way as to ensure the least damage to the package.

6.6. After opening an undeliverable parcel, the commission shall check

whether the addressee or sender and their address are marked on the inside of the package, and if there are no such marks, the commission shall examine the contents of the parcel.

6.7. If the commission determines the data, allowing to deliver or return the parcel after appropriate stapling and marking on the package of the commission opening is delivered to the addressee or returned to the sender.

6.8. If the opening of the item not to be delivered does not permit delivery or return to the sender or if the sender refuses to accept the returned item:

6.8.1. The correspondence constituting the parcel and its packaging shall be destroyed by the Operator in a manner that precludes the possibility of recovering the information contained in the parcel and on its packaging, no earlier than 60 days from the date of opening of the parcel;

6.8.2. Art. 4, Art. 5 secs. 1 and 3-5, Art. 6 and Art. 8-11 of the February 20, 2015 Found Property Act (Zak. Visnyk 2019, Art. 908) and Art. 187 of the April 23, 1964 - Civil Code (Zak. Visnyk 2019, ss. 1145 and 1495 and 2020, par. 875).

7. PAYMENTS

7.1. Fees for postal services shall be determined in accordance with the Pricelist for postal service.

7.2. Fees for brokerage services for cargo transportation shall be determined in accordance with the Pricelist for brokerage services for cargo transportation.

7.3. The fee for additional services shall be determined in accordance with the effective Pricelist for postal services and the Pricelist for cargo brokerage services.

7.4. The operator shall have the right to check the characteristics of the shipment, including size and weight, in order to determine the correctness of the price calculation in accordance with the relevant Pricelist.

7.5. Payment for the services shall be made in advance when ordering by the Postal Service or Intermediary the transportation of cargo by the Recipient of the service through the Website or when handing over the Parcel to the specified Address or at the Branch.

8. RIGHT OF LIEN

8.1. The Operator, who has entered into a Postal Service Agreement with the Sender, shall have the right to pledge the mails to secure claims under this Agreement and to recover reasonable additional costs of providing the Service incurred for reasons related to the Sender or the addressee.

8.2. The law of pledge does not apply to the addressee and the mails is a public authority.

8.3. If the recipient or sender refuses to satisfy the pledged claim, the Op-

erator having the right of pledge shall open the Parcel on commission and start selling its contents:

8.3.1. Immediately - regarding perishable items;

8.3.2. Days from the date of written notification to the Addressee or the Sender of the intention to sell the contents of the Parcel - in other cases.

8.4. The proceeds from the sale of the contents of the Parcel shall be transferred by the Postal Service Operator to the Sender at his expense, minus the receivables secured by the pledge.

8.5. The Operator shall be entitled to demand from the Sender compensation of the difference if the claims secured by the pledge exceed the amount received from the sale of the contents of the Parcel.

9. ADDITIONAL SERVICES

9.1. The Operator shall provide the following additional services, which are services with additional payment according to the Pricelist for postal services or the Pricelist for cargo brokerage services:

9.1.1. Storage means storage of the Parcel at the Division for 7 calendar days and then for 23 days at the Operator's warehouses excluding the day of arrival at the Consignee's Division. Within 7 days excluding the day of receipt of the Shipment the shipment is stored without additional charges. For storage of the Parcel from 8 to 30 calendar days the storage fee is charged. If the Parcel is not picked up by the Receiver or the Sender within 30 calendar days, the Parcel shall be considered undeliverable. The Operator shall have the right to compensate the costs of storage and transportation services for this Parcel (in case of postal items in accordance with the provisions of the Postal Law).

9.1.2. Packaging consists in placing the parcel in the most appropriate type of packaging that will ensure its safe transportation, storage and protection. The shipment is packed in packages from the assortment offered by the Operator.

9.1.3. Change of address - consists in changing the delivery address of the Parcel already handled within the same city or a certain country. The recipient may be both the sender and the recipient. The service for one shipment can be ordered only once.

9.1.4. Return of Parcel - a service consisting in return of the Parcel to the Sender on the basis of an application for return of the Parcel.

9.1.5. International express delivery - shall mean the service of organization of international delivery of parcels within Ukraine. The service is provided by New Post International Poland Sp.z o.o under the agreements concluded with the Operator.

9.1.6. Sending with choice of delivery time interval - when ordering by the Postal Service or by the Broker the consignee can specify the time interval

of delivery.

9.1.7. Parcel Recipient Verification - an additional service available to the business customer in which the Operator verifies the recipient's age at delivery by the content of the parcel declared by the Customer as goods accepted for adult trade.

9.1.8. Control of weight and dimensions of the shipment

9.1.9. Same business day delivery is available only within the services provided on the territory of the Republic of Poland for shipments sent before 12:00 p.m. on a certain day.

9.1.10. Cancellation of shipment - the service of cancellation of delivery and return of the Shipment to the Sender, which is not a withdrawal of the consumer from the distance services contract.

10. OPERATOR'S SERVICES

10.1. The Operator offers services that can be paid for additionally if it is specified in the Price list for postal services or the Price list for freight brokerage services.

10.2. «Business account» is a user account which is accessed via the Website and through which the Service Receiver can create address labels and waybills, order additional services, etc. on its own.

10.3. «Mobile Application» shall mean the software for quick access to the information on transportation of parcels running on smartphones with Android and iOS operating systems. The mobile application allows you to create address labels and waybills in a convenient form, find the nearest branch, calculate the cost of the shipment, track its location, call the courier at a convenient time.

10.4. «Recovering the number of the parcel note» provides notification of the Consignee or Consignor about the number of the Parcel after sending the request to the Operator at the Branch and confirming the identity.

10.5. «Tracking of shipment» provides the ability to track the location of the Parcel by the number of the Parcel. The service can be used on the website or via mobile application.

10.6. «Review of the Shipment» gives the Receiver an opportunity to open the package and to check the condition of the Parcel for external damages and conformity of the goods to the Order at the particular desk, or in the place of delivery at the specified address in the presence of the Operator's representative. Operator does not provide for a shipment review if provided for in the contract with the Customer. Shipment review is prohibited.

a. Connecting devices, media and mechanisms not included in the package (except SIM cards, headphones, batteries, flash drives (to check the TV matrix for defects)).

b. Use of consumables available in the package (e.g. perfume bottles

for spray testing, cosmetic test products).

c. Use the contents of the Dispatch with the Recipient's own belongings, including media (it is prohibited to connect, read, copy).

d. Spilling of fuels and lubricants or other liquids in the parcel requiring them for use.

e. Setting passwords for electronic devices that provide this function (phones, tablets, computers or laptops).

f. Tearing off factory, advertising and information stickers from packages and package contents (except for stickers applied to packages of computer, electronic and optical products at their disclosure points).

g. Opening of packed dispatches, the first opening of which is provided by one of these methods (only external inspection for damage is allowed):

✓ seals (bags stitched with string; metal or paper stuffing on cans, perforations on the neck of lids on liquid containers, etc.);

✓ thermal film (excluding computer, electronic, optical products and accessories included therein) - a type of packaging film, the feature of which is the ability to shrink under the influence of temperature and take the shape of the package. product;

✓ blister package - a container or box, embossed in such a way as to repeat the shape and dimensions of the item to be placed inside or to create a container required for the contents of the product, made of heat-resistant plastic and may have a hard printed, metal or plastic coating.

✓ polyethylene laminated containers are containers in which two or more layers of foil are bonded together into one by exposure to high temperatures, an applied adhesive or solvent.

h. Disassembly Disassembly, except for the SIM card or battery installation, without the use of tools not included in the device set..

i. Check the dispatch outside the branch (for dispatches sent to the branch).

j. In case of delivery to the specified address is also prohibited:

✓ removal of the box in which the Shipment is packed;

✓ connection of portable, home appliances to the electric mains (it is allowed to check for external defects and mechanical damages of the parcel). In case of violation of these conditions control of the shipment shall not be returned.

10.7. «Information» means informing the recipient and sender about the time of arrival, delivery and storage of the item. The service is provided in the form of SMS messages (messages in mobile application or via WhatsApp), telephone or electronic conversation on the basis of contractual relations with the Operator.

10.8. «Change of data» allows the sender to change the data indicated in

the address label/transport bill from the moment of its creation until the parcel is received by the consignee. The service can be ordered at the branch (in the Sender's or Recipient's region; the list of cities belonging to this region can be obtained by calling the contact center) or from a personal manager, leaving a completed application on the website; make changes yourself in the company account / mobile application / API; by calling the contact center. The service is not available for ordering on the day of delivery of the shipment to the address of the recipient.

10.9. «Online Payment» gives the opportunity to pay for postal services, freight brokerage services or additional services in the mobile application, in the company account and on the website with the help of 'Internet-Acquiring' technology (in this case the agreement on provision of funds transfer service via Internet-Acquiring technology is signed by the business entity with the institution of the financial partner.

10.10. «Refusal to receive the Remittance» shall give the Sender and the Receiver an opportunity to refuse to receive the Remittance. The refusal shall be deemed to have been submitted, if the Sender and the Recipient have provided it in writing at the Branch, by phone or by e-mail (including in the Company office, in the mobile application). After the Sender or Recipient refuses to receive the Parcel, the Parcel shall be deemed unclaimed.

11. RULES FOR ITEMS AND SUBSTANCES THAT MAY NOT BE THE CONTENTS OF THE SHIPMENT

11.1. A postal shipment may not contain:

- a.** Cash, including foreign currency, securities, payment cards, and other means of payment;
- b.** Items of criminal origin;
- c.** Firearms and pneumatic weapons and their parts, ammunition, edged weapons, items imitating firearms and edged weapons, other items specially designed for assault and defense (guns, pins, spray cans with liquid paralyzing effect, daggers, etc.);
- d.** Jewelry, works of art, items of antique value and other items of special value;
- e.** Substances, such as: hydrogen peroxide, acids, high-octane pollutants containing oxygen (chemical compounds added to gasoline), as well as liquids and substances in packages found to contain hazardous substances labeled in classes 1-7 inclusive, such as flammable substances, flammable and explosive substances, radioactive substances and other hazardous items with appropriate labels («explosive materials and substances», «gases», «flammable liquids», «self-igniting substances», «toxic and infectious substances», «oxidizing substances», «radioactive», «caustic and corrosive substances», «other hazardous

substances and products»), carcinogenic substances and any substances which may endanger human life or health;

f. Cylinders with liquid or gas, including all types of fire extinguishers (except empty cylinders without a valve);

g. Fluid containers without manufacturer's labels (stickers) with information about the name of the substance, its properties and storage conditions, with signs of deterioration, signs of leakage, unpleasant odor, packaged improperly; if the liquid has chemical properties, appropriate marking is required;

h. Fluorescent lamps and other products containing mercury or asbestos and products made of them (pipes, slate, etc.);

i. Used batteries, including those for cars, motorcycles, agricultural machinery. New batteries for cars, motorcycles, agricultural machinery with contacts covered with factory plastic covers (both with and without factory packaging) may be transported only to the address.

j. Animals, insects, animal remains, untreated skins, ashes or human remains, human and animal organs, tissues and body fluids and other biologically active objects,

k. Living plants, especially those requiring special transportation conditions;

l. Tobacco products, electronic cigarettes and their parts;

m. Food products requiring special temperature conditions or with a shelf life of up to 5 days (the expiration date is indicated on the package), chilled or frozen food, dairy products, vegetables and fruit. Transportation of other food products may be additionally restricted for territories subject to restrictions or instructions on embargoes, quarantine, etc., as determined by state authorities.

n. Medicines and hygiene products requiring special storage and transportation conditions, ethyl alcohol, veterinary immunobiological products.

o. Narcotic drugs, narcotic substances, cannabis substances (other than those permitted for sale), psychotropic and psychoactive substances and similar substances in particular are subject to special control in accordance with the legislation in force.

p. Flavoring and odor-emitting items are dirty and may cause harm to other objects or to human or animal health (including cooked food, heavily contaminated parts, items in oil or other corrosive substances, bacteria and live). viruses, toxic substances)

q. Other items prohibited by applicable law.

11.2. The calculation of the unacceptable contents of shipments is an exemplary and incomplete catalog.

11.3. Prior to transport, substances are permitted:

a. Substances assigned to Hazard Classes 8 and 9, except for acids (re-

ardless of concentration) and substances containing any amount of acid, hydrogen peroxide or other chemical compounds with oxidizing properties;

b. Chemical substances labeled with Hazard Classes II and III in containers (packaging) of an approved manufacturer for transportation:

- ✓ paints: in metal containers with a capacity not exceeding 10 liters (without quantity limitation);
- ✓ aerosols and sprays: cans with paints, household, construction, cosmetics and automotive chemicals with a capacity of up to 1000 ml;
- ✓ medical, antiseptic, disinfectants and detergents with an alcohol content of up to
- ✓ 70% inclusive in plastic and metal containers with a capacity not exceeding 10 liters;
- ✓ perfumery and cosmetic products with up to 70% alcohol content in glass and plastic packaging;
- ✓ alcoholic beverages with an alcohol content of up to 70% in glass and other containers with a capacity of not more than 5 liters;
- ✓ automobile oils (motor, transmission) without limitation of the container volume.
- ✓ human biological material in the form of smears (including from the oral cavity); for medicines, antiseptics, disinfectants and detergents with alcohol content up to 70% inclusive in plastic and metal containers with a capacity not exceeding 10 l.

11.4. The Operator shall have the right to refuse to accept the parcel the contents of which allow the provision of postal services or brokerage of goods in accordance with the Regulations and the legislation in force.

11.5. The Operator shall have the right to control the content of the Parcel, not to accept it, return it and refuse the service if there is a suspicion that the content of the Parcel is unacceptable under the conditions specified in these Regulations and applicable laws and regulations.

11.6. Acceptance of the Parcel by the Operator does not mean that the Operator checks its contents and that the performance of the Postal Service is acceptable in relation to the specific contents of the Parcel. The Operator is not obliged to check the contents of the Parcel.

11.7. If the Operator reveals that the Parcel contains or may contain content which is criminal or not allowed for trading according to the legislation in force, the Operator shall notify the relevant services or state authorities.

11.8. If the Operator decides to refuse to provide the Postal Service (including in case of termination of the contract, termination of provision of the Service or return of the Parcel) the Operator shall have the right to return the Parcel at the Sender's expense. In justified cases allowed by law - to destroy the Parcel at the expense of the Sender or hand it over to the rele-

vant state services or authorities.

11.9. If the Parcel is checked by the Operator, the checking shall be carried out in the presence of the Sender, and if this is not possible by the persons determined by the Operator in accordance with the legislation in force. The Parcel checked by the Operator will be marked with the clear information that the Parcel has been checked.

11.10. If, as a result of the fact that the Sending contains unacceptable content, the Operator, its employee or a third party suffers losses in connection with the provision of the Postal Service, the Sender is obliged to compensate such losses in full.

12. STATED SHIPPING COST

12.1. The declared value is the value of the Parcel declared by the Sender in the parcel note. The declared value shall be equal to the actual (market) value of the Parcel;

12.2. Restrictions admissible for the performance of postal service or intermediary service of declared value:

- a.** Parcel with weight up to PLN 30 (inclusive) - up to PLN 15,000 (fifteen thousand);
- b.** Delivery from/to parcel locker - up to PLN 5,000.00 (five thousand).

13. COMPLAINTS

13.1. In case of non-performance or improper performance of the postal service or freight brokerage service, the right to submit a complaint is entitled to:

13.1.1 The Customer;

13.1.2. The Consignor - if the Consignor waives the right to claim or if the Parcel is delivered to the Consignee.

13.2. The Sender or the Addressee may file a complaint at any Branch of the Operator, as well as electronically in accordance with the provisions of these Regulations.

13.3. A complaint may be filed not later than 12 months from the date of shipment of the parcel.

13.4. Complaints shall be submitted in writing, electronically or verbally to the record at the office of the Operator.

13.5. Submission of a complaint by means of electronic communication is possible at the Operator's e-mail address: support@nova-poshta.pl

13.6. Submission of a complaint by means of electronic communication with indication of the electronic address of the complainant means consent to delivery of letters of complaint consideration by means of electronic communication to the electronic address indicated by the complainant.

13.7. The Complaint shall contain:

- a.** the name and surname of the sender or addressee or the name and address for correspondence or the location address of the sender or addressee, hereinafter referred to as the complainant;
- b.** the subject of the complaint;
- c.** date and place of shipment of the parcel;
- d.** the number of the document confirming the receipt or the number of the parcel (parcel note);
- e.** substantiation of the claim;
- f.** the amount of compensation in question - if the claimant demands compensation;
- g.** signature of the complainant - if the complaint is submitted in writing;
- h.** date of the complaint;
- i.** list of documents attached.

13.8. Complaints filed in a form other than by electronic means shall contain:

- a.** the original document confirming the posting of the Dispatch, if such document is issued by the sender's postal service operator - for verification;
- b.** the statement of the Sender on waiver of the right to make claims provided that they waives any claims in favor of the Recipient;
- c.** packing of the damaged Parcel at the request of the Operator;
- d.** statement of discovery of invisible loss or damage of the Sending with indication of circumstances or evidences proving the existence of circumstances that predetermine the claim for compensation;
- e.** indication of circumstances confirming the dispatch or delivery and indication of evidence confirming this fact;
- f.** documents confirming improper performance of the parcels delivery service.

13.9. Complaints filed by electronic means of communication shall be accompanied by copies of the documents specified above. If it is necessary for proper consideration of the complaint, the postal service operator may request the originals of these documents.

13.10. Original documents shall be returned to the complainant against receipt at any time upon their request. In the absence of a request, the Operator shall return them no later than after the completion of the complaint procedure.

13.11. If the complaint does not comply with the requirements set forth in the Regulations, the Operator, if it deems it necessary for proper consideration of the complaint, shall summon the complainant to rectify the deficiencies within 7 days from the date of delivery of the request indicating the scope of this addition. The statement should indicate that the failure to eliminate deficiencies within the stipulated period shall result in the refusal to consid-

er the complaint. After the deadline has expired, the complaint shall not be considered. The deadline specified in the previous sentence shall not be included in the term of consideration of the complaint.

13.12. The Operator shall conduct claim and appeal proceedings - in case of refusal to acknowledge the complaint in whole or in part.

13.13. Complaints about non-performance or improper performance of the Service may be filed:

a. for the loss of or damage to the postage, except for the postage with correspondence or postage with a declared value - within 12 months from the date of dispatch;

b. for loss or damage of the courier parcel within 2 months from the date of sending the parcel;

c. for the loss of the Parcel - on the day following the expiry of the term within which the undelivered Parcel is considered lost,

d. for delay in delivery of the Parcel by the guaranteed date of delivery, if such date is determined by the Operator - after this date.

13.14. Complaints about non-performance or improper performance of the Postal Service, filed after the deadline, shall not be considered, of which the Operator shall immediately notify the complainant.

13.15. A complaint filed by an unauthorized person shall be deemed not submitted, of which the Operator shall immediately notify the complainant, informing him/her about the possibility of filing a complaint by an authorized person.

13.16. The Operator department receiving the complaint shall acknowledge the receipt of the complaint together with the attached documents, including by putting the relevant information in the confirmation of sending the parcel or postal order.

13.17. If the complaint is filed by means of electronic communication, the Postal Service Operator shall immediately send an electronic confirmation of its receipt.

13.18. The Postal Service Operator shall consider the complaint immediately and respond to the complaint within no more than 30 days from the date of receipt of the complaint.

13.19. The reply to the complaint contains:

a. the name of the Operator and, if the Operator determines the division within whose competence the complaints are to be considered - the name of that division;

b. reference to the legal basis;

c. the decision on recognition or rejection of the complaint in whole or in part;

✓ in case of award of compensation - the amount of compensation and information about the method and date of its payment not more than 30 days from the date of recognition of the complaint;

- d.** name, surname and position of the Operator's employee authorized to respond to the complaint;
- e.** in case of mailing, information about the right to appeal and indication of the address to which the appeal should be filed, as well as information about the possibility to appeal earlier, i.e. before the exhaustion of the appeal procedure, in court or in the matter of extrajudicial settlement of consumer disputes to the President;
- f.** factual and legal substantiation - in case of refusal to acknowledge the complaint in full or in part;
- g.** information about detention of postage, if the complaint concerns a parcel delayed by the Operator.

13.20. In case of refusal to accept the complaint on the postal parcel in full or in part, the complainant may apply to the Operator within 14 days from the date of receipt of the response to the complaint.

13.21. In case of appealing the decision on the complaint, upon expiry of the term, it remains without consideration, about which the Operator immediately notifies the complainant.

13.22. The Operator shall consider the appeal without delay and notify the complainant about the results of consideration of the appeal not later than 30 days from the date of receipt of the appeal.

13.23. Information about the results of consideration of the appeal shall contain information about the exhaustion of the postal appeal procedure and about the right to file claims in court or in the order of extrajudicial resolution of consumer disputes to the President. Office of Electronic Communications.

13.24. Failure of the Operator to respond to the complaint shall be deemed acceptance of the complaint.

14. OPERATOR'S RESPONSIBILITY. COMPENSATION. IMPROPER PERFORMANCE OR NONPERFORMANCE OF THE POSTAL SERVICE

14.1. The rules of liability of the Operator for failure to perform or improper performance of the service are governed by the Civil Code, the Postal Act, the Transport Act and the Regulations.

14.2. The Operator contracted with the Sender for provision of postal communication services or freight brokerage services shall be liable for nonperformance or improper performance of postal communication services or freight brokerage services if the non-performance or improper performance occurred:

- a.** due to force majeure;
- b.** due to reasons through the fault of the Sender or the Addressee not caused by the fault of the Operator;
- c.** due to violation by the Sender or the Addressee of the Postal Law,

the Transport Law or the Instruction;

d. due to the nature of the goods sent.

14.3. The Operator, referring to the grounds excluding the liability of the Operator for non-performance or improper performance of postal services or intermediary services for the transportation of goods, shall be obliged to provide evidence of its existence.

14.4. The liability of the Operator for non-performance or improper performance of postal or intermediary transportation services is not limited and applies on general principles in case of non-performance or improper performance:

a. is the result of a tort/tort;

b. arises due to the intentional fault of the Operator;

c. is the result of gross negligence of the Operator.

14.5. Claim in relation to improper performance by the Postal Service or the freight brokerage service shall become void due to acceptance of the parcel without reservation, unless defects or damages of the parcel that cannot be seen from outside have been reported by an authorized person. after acceptance of the parcel and not later than within 7 days after acceptance of the parcel the Operator has reported the claim on that subject to the Operator and has proved that the defects or damages of the parcel occurred in the period between the acceptance of the parcel by the Operator to the destination.

14.6. Notification of improper fulfillment or non-fulfillment by the Postal Service or the intermediary service shall be made in writing, by e-mail to (concealed) (concealed) or orally to the record at the Office.

14.7. The Operator shall consider the notice of improper fulfillment or non-fulfillment by the Postal Service or the freight brokerage service under the conditions provided for the complaint procedure.

14.8. The following compensation shall be payable for non-performance or improper performance by the Postal Service or the freight brokerage service:

a. for loss, partial loss or damage to the Parcel, which is not a mailing with correspondence, in an amount not exceeding the usual value of the lost or damaged Parcel,

b. for the loss, partial loss or damage of the Postal item or Courier item with the declared value - in the amount stated by the Sender, but not exceeding the declared value of the item,

c. for the loss of a parcel with correspondence - in the amount of ten times the service fee, but not less than fifty times the fee for the consideration of sending written correspondence as recommended, specified in the price list of the universal service,

d. for late delivery of the dispatch relative to the guaranteed delivery time - in the amount not exceeding double the service fee.

14.9. In case of failure to provide the Postal Service or the freight brokerage service, the Operator shall fully refund the fee charged for the Postal Service or the freight brokerage service, regardless of proper compensation.

14.10. Failure to provide the Postal Service or freight brokerage service shall be deemed, in particular, a situation of loss (including loss or damage) of the parcel.

14.11. Failure of the Postal Service or freight brokerage to properly perform shall be deemed to be, among other things:

a. Providing Postal Service or freight brokerage services in a manner inconsistent with the Postal Service or freight brokerage agreement, the Regulations or applicable law;

b. Failure by the Operator to meet the deadline for delivery of the parcel with the guaranteed date;

c. Damage to the parcel.

14.12. In case compensation is deemed appropriate, it shall be paid to the Authorized Person to the bank account specified by him within 14 days from the date of delivery of the final decision on granting compensation to the Authorized Person.

15. DISPUTE RESOLUTION. OUT-OF-COURT RESOLUTION OF CONSUMER DISPUTES

15.1. Before filing a claim against the Operator, the Service User or other authorized person must exhaust the complaint procedure, if any.

15.2. A civil law dispute between the Sender or the Advertiser and the Operator may end with an amicable settlement under the out-of-court procedure for resolving consumer disputes.

15.3. The procedure of out-of-court settlement of consumer disputes is carried out by the President of the Office of Electronic Communications, which is in this respect the entity authorized to carry out procedures of out-of-court settlement of consumer disputes within the meaning of the Law of September 23, 2016 on out-of-court settlement of consumer disputes (Zak. Visnyk, 182).

15.4. The competent court for amicable resolution of consumer disputes will be the Permanent Court of Arbitration for the Protection of Consumer Rights under the President of the Office of Electronic Communications, in the manner prescribed by the Act of July 16, 2004. Telecommunications Act. (Act.

Herald No. 171, item 1800) and through mediation proceedings pursuant to Art. 95 of the Postal Act.

16. FORCE MAJEURE

16.1. In case of extraordinary circumstances of force majeure, in particular natural disasters (in particular, fire, flood, earthquake, volcanic eruption), epidemics, state restrictions (including the introduction of the state of emergency), military actions, war, riots, blockage or any other circumstances that cannot be foreseen and are beyond the control of the Operator. In the situation when the occurrence of such circumstances may threaten the safety of the Operator, the Sender, the Recipient or organizations involved in the implementation of the Postal service or mediation of goods, or circumstances of such risk of loss of ability to provide postal service or mediation service for transportation of goods the Operator is entitled to suspend or limit the Postal service and/or mediation service for transportation of goods for the period of these circumstances.

16.2. Suspension or restriction of provision of postal services and/or cargo brokerage services specified in clause 1 hereof may be imposed on the entire territory or a part of the territory where the Operator provides postal services and/or cargo brokerage services.

16.3. Suspension or restriction of provision of postal services or freight brokerage services specified in clause 1 hereof shall be effective at the moment of the circumstances causing them from the moment of introduction of restrictions by the authorized state body or from the moment of announcement of suspension or restriction by the Operator.

16.4. The Operator shall place announcements on the Website about the suspension or restriction of the provision of the Postal Services or the intermediary cargo transportation service specified in clause 1 hereof.

16.5. The Operator may extend the duration of suspension or restriction of provision of the Postal Services or the cargo mediator services specified in clause 1 of this paragraph for up to 10 working days after the end of the circumstances that caused its introduction, as announced on the Website.

16.6. Suspension or restriction of provision of postal services mentioned in clause 1 of this paragraph shall exclude liability of the Operator for non-delivered or improperly performed postal services to the extent caused by suspension or restriction of provision of postal services or brokerage services for carriage of goods mentioned in clause 1 of this paragraph.

16.7. In the event of circumstances resulting in suspension or restriction of provision of postal services or brokerage services for transportation of goods referred to in clause 1 of this paragraph, the recipient of services shall be entitled to refuse postal services or brokerage services for transportation of goods to the extent affected by the suspension or restriction and refuse the contract.

17. PROTECTION OF PERSONAL DATA AND POSTAL SECRET

17.1. The Operator is the administrator of personal data of senders, recipients, recipients of services, including those who are natural persons within the meaning of Regulation (EC) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons. on the processing of personal data and the free flow of such data and repealing Directive 95/46/EC (General Data Protection Regulation).

17.2. The operator is not the disposer of personal data that may be contained in the mail.

17.3. The Operator posts detailed information about the processing and protection of personal data by the Operator on the Website.

17.4. The Operator and persons cooperating with it in the provision of postal services or freight brokerage services are obliged to observe postal secrecy under the conditions set out in the relevant provisions.

17.5. Postal secrecy shall cover data of recipients, senders, addressees and other subjects using postal services, information on the fact and circumstances of provision of postal services or freight brokerage services, information on dispatch.

17.6. The obligation to maintain postal secrecy shall not be limited in time.

17.7. Violation of the duty of postal secrecy is, inter alia:

a. The disclosure or processing of information or data subject to postal secrecy;

b. Opening closed postal items or becoming aware of their contents;

17.8. Enabling unauthorized persons to perform acts constituting a violation of postal secrecy.

17.9. It is not a breach of the obligation of postal secrecy:

a. committing acts that violate postal secrecy in cases provided for by law or the postal service agreement;

b. the use by the postal service operator of references, including information on the subjects using its postal services and the types of these services, if this data is made public with the consent of the subjects to whom it relates.

18. ADDITIONAL AND FINAL PROVISIONS

18.1. An up-to-date version of the Regulations is available on the website and at its branches.

18.2. The Operator shall notify changes to the Regulations, the Price List for postal services or the Price List for freight brokerage services on the Website within at least 14 days from the date of entry into force.

18.3. The Appendices to the Regulations are an integral part thereof.

18.4. To the extent not stipulated in the Regulations, the provisions of the

legislation in force, in particular the Postal Act, the Transport Act, its implementing regulations and the Civil Code shall apply.

18.5. Should any provision of the Regulations prove to be obsolete or inconsistent with applicable law, the remaining provisions of the Regulations shall remain in force.