

## GENERAL TERMS AND CONDITIONS GENERAL LOGISTICS SYSTEMS POLAND SPÓŁKA Z O.O.

### I. General Provisions

**General Logistics Systems Poland Sp. z o.o.**, having its registered office in Gluchowo, ul. Tęczowa 10, 62-052 Komorniki, entered into the National Court Register maintained by the District Court Poznań – Nowe Miasto i Wilda in Poznań, 8 Commercial Division, KRS 000005009, NIP (TIN) 785-15-61-831, with the initial capital amounting to PLN 16,311,638.00, hereinafter referred to as GLS Poland provides **Services** to corporate Clients and legal persons other than corporate Clients, including acceptance, transportation and delivery of shipments, in domestic and international transportation (hereinafter referred to as “Services”). GLS Poland also acts as postal operator in the understanding of the Postal Law.

### II. Definitions

For the purpose of the present Regulations, the terms used below are defined as follows:

- o **Advice Note** – a notification of unsuccessful attempt to deliver the Shipment to the Consignee or of unsuccessful attempt to collect the Shipment from the Consignor;
- o **Price List** – specification of charges and surcharges charged by GLS Poland for the Services and Additional Services;
- o **Cash-Service** – a Cash-on-Delivery service – an Additional Service of collecting payment for goods in domestic transportation whereby one amount is collected per Shipment; the service is available only to Clients with a long-term agreement with GLS Poland; the collected amount must not exceed **PLN 5,000.00** for all the Shipments mailed on a given day from one Consignor and delivered to one Consignee;
- o **Documents** – documents other than PN concerning or relating to the Shipment, issued to GLS Poland in order to perform the Service or the Additional Service;
- o **10:00-Service** – delivery by 10.00 am - an Additional service provided in domestic transportation in areas identified by GLS Poland by means of their postcodes, consisting in delivery of the Shipment to the Consignee by 10.00 a.m. on the following working day after the collection day; the service is not available for Shipments addressed to chain stores;
- o **12:00-Service** – delivery by 12:00 noon – an Additional service provided in domestic transportation in areas identified by GLS Poland by means of their postcodes, consisting in delivery of the Shipment to the Consignee by 12:00 noon on the following working day after the collection day; the service is not available for Shipments addressed to chain stores;
- o **Saturday-Service** – Saturday delivery - an Additional service provided in domestic transportation in areas identified by GLS Poland by means of their postcodes, consisting in delivery of the Shipment to the Consignee on Saturday; the service is not available for Shipments addressed to chain stores;
- o **Saturday 10:00-Service** – Saturday delivery by 10.00 am - an Additional service provided in domestic transportation in areas identified by GLS Poland by means of their postcodes, consisting in delivery of the Shipment to the Consignee by 10:00 a.m. on Saturday; the service is not available for Shipments addressed to chain stores;
- o **Saturday 12:00-Service** – Saturday delivery by 12:00 noon – an Additional service provided in domestic transportation in areas identified by GLS Poland by means of their postcodes, consisting in delivery of the Shipment to the Consignee by 12:00 noon on Saturday; the service is not available for Shipments addressed to chain stores;
- o **Pick&Return-Service** – delivery to Consignor - an Additional service offered in domestic and international transportation in the Territory, consisting in picking up the Shipment for a person other than the person who placed the order for the Service and delivering it to the person who placed the order for Service;
- o **Pick&Ship-Service** – delivery between third parties - an Additional service offered in domestic and international transportation in the Territory consisting in picking up the Shipment from a person other than the person who placed the order and delivering it to a Consignee other than the person who placed the order for Service;
- o **ExWorks-Service** – collection of a charge from Consignee – an Additional service provided in domestic transportation that consists in collecting a charge for delivery from the Consignee; the service is available only for Clients with a long-term agreement with GLS Poland and sending data in electronic form. The service is not available for Shipments addressed to chain stores;
- o **Client** – Consignor, Consignee or another person who orders the Service;
- o **KP** – GLS Poland's document on which the Courier confirms cash collection from the Client;
- o **Courier** – a person who acts on behalf of and for the benefit of GLS Poland, providing part of the Service or Additional Service on the basis of an agreement and these Regulations;
- o **Delivery List** – an individually numbered GLS Poland's order in paper or electronic form indicating to the Courier the number of delivered Shipments, Delivery Places and information about Additional services, on which the Consignee confirms collection of the Shipment;
- o **Delivery Place** – a place of the Shipment delivery indicated by the Client in the PN;
- o **Collection Place** – a place of the Shipment collection to perform the Service indicated by the Client;
- o **Consignor** – a person who releases the Shipment to GLS Poland together with the PN or other documents;
- o **Consignee** – an entity indicated in the PN to which the Shipment shall be released in the Delivery Place;
- o **Territory** – a list of countries to and from which Shipments are delivered in international transportation;
- o **Parcel** – commodities packed in a required or customary way, ordered by the Client to be accepted, transported and delivered by GLS Poland on the basis of the PN. Parcel's dimensions cannot exceed: a sum of girth (circumference) and the longest side: max 3 meters, however, the longest side of the Parcel can be max. 2 meters long. Gross weight of each Parcel cannot exceed 30 kg in domestic transportation and 50 kg in international transportation;
- o **Proof of consignment (PN)** – a document issued by the Consignor, which serves as the proof of the Agreement for the rendition of the Service and Additional services as well as acceptance of the Shipment of GLS Poland, including an address label, etc.;
- o **Preadvice-Service** – notification service – system of notifying Consignees about a Service and Additional Services performed using e-mail or short text messages;
- o **Shipment** – all Parcels accepted by GLS Poland under one agreement on a single day for the transportation from one Consignor and delivery to one Consignee;
- o **DocumentReturn-Service (DOR)** – return of confirmed document - an Additional service provided in domestic transportation that consists in returning to a Client a single document enclosed with the Shipment, attached to a Parcel by the Client, and confirmed by the Consignee; a legible signature made by the Consignee is deemed to be a properly confirmed document;

- o **Force Majeure** – circumstances, which GLS Poland could not avoid and the consequences of which GLS Poland could not prevent;
- o **Additional Service** – an operation related to the Service accepted for performance by GLS Poland against additional charges, ordered by the Client with GLS Poland;
- o **Specification** – a detailed list of the terms and conditions of the Service marked with numbers ranging from 10 to 70 and of rules regulating payment for the Services or tax and customs charges valid in international transportation;
- o **Fuel surcharge** – additional surcharge calculated on basis on fuel prices increase factor published on GLS Poland websites [www.gls-poland.com](http://www.gls-poland.com). This fuel surcharge is shown on an invoice as separate item;
- o **Island delivery surcharge** – Surcharge for delivery of International Parcel on islands; this charge is shown on an invoice as a separate item;
- o **Customs Clearance Surcharge** – Surcharge for customs service. This surcharge is specified on the on invoice as separate item;
- o **Service Cancellation surcharge** – Surcharge for service cancellation of Pick&Ship-Service or Pick&Return-Service. This surcharge is specified on the on invoice as separate item;
- o **Manual data entry surcharge** – surcharge charged by GLS Poland for manual entry of Parcel data into the system if the Client fails to meet its obligation to send Parcel data in electronic form for reasons attributable to Client;
- o **Missing data surcharge** – surcharge charged by GLS Poland if the Client fails to meet its obligation to send Shipment data in electronic form on the day of Shipment release for reasons attributable to Client;
- o **Consignee Address Resolving Surcharge** – surcharge charged by GLS Poland for identifying Consignee's proper address;
- o **AddOnInsurance-Service** – Add on insurance service available for customers with a signed contract with GLS Poland;
- o **Third delivery charge** – charge charged by GLS Poland for third attempt to deliver a Shipment made at Consignor's written request;
- o **Warehousing charge** – charge charged by GLS Poland for storing a Shipment, charged from the time of return, delivery or recoding due to no instructions or Shipment liquidation, per working day, from the day an obstacle in the delivery occurred for reasons attributable to Client.
- o **Shipment (Parcel) liquidation charge** – charge collected by GLS Poland for liquidation activities, consisting of a flat fee, excluding the costs resulting from the special properties of the liquidated Shipment (Parcel), in particular costs of waste treatment, which GLS Poland can additionally charge to the Client on the basis of a document, which confirms that such costs have actually been borne;
- o **Debt Collection charge** – charge collected by GLS Poland comprising of costs paid by GLS Poland in connection with the activities undertaken when payment of Charges or Surcharges owed to GLS Poland has been delayed;
- o **Manual Handling Charge (NTT)** – charge charged by GLS Poland for manual handling of a non-standard Shipment (Parcel) if the Consignor failed to comply with its obligation stipulated in Article VI, Paragraph 1, Subparagraph n); the said surcharge is specified on the invoice as a separate item;
- o **Additional Service Change Charge** – charge charged by GLS Poland for changing instructions following the consignment of a Shipment and related to an additional service;
- o **Table of Charges** – list of charges defined in the Regulations charged by GLS Poland. The current Table of Charges is available for all Clients at all GLS Poland Subsidiaries and also on GLS Poland's website. GLS Poland reserves the right to amend the Table of

Charges, which will become effective one week after publication on the website of GLS Poland;

### III. Conclusion of service rendition agreement and its terms and conditions

1. A Service Rendition Agreement is concluded when GLS Poland has accepted a Shipment for transportation and delivery, together with the PN document, issued by the Consignor, on which GLS Poland confirms acceptance of the Shipment. The PN document serves as the proof of agreement conclusion, acceptance of its terms and conditions and the proof of acceptance of the Shipment for transportation and delivery; a copy of the PN document is given to the Consignor. With his signature affixed to the PN document, the Consignor acknowledges having read these Regulations (an except of which can be found on the reverse side of the PN document) and that he accepts all its provisions, which are an integral part of the agreement; furthermore he declares that the contents of the Shipment have been properly declared and described in the PN document as well as on the attached address label.
2. In case of Clients, who have signed a long-term agreement with GLS Poland, GLS Poland will not accept and will not transport Parcels whose value exceeds the equivalent of PLN 5,000.00, unless separate written arrangements between the Client and GLS Poland, made at least 3 (three) working days prior to the consignment of the Parcel provide otherwise. Otherwise, it will be understood that the actual and total value of the Parcel in no case exceeds the amount of PLN 5,000.00.
3. In case of Clients, who have not signed a long-term agreement with GLS Poland and who pay for the Service in cash, GLS Poland will not accept and will not transport Parcels whose value exceeds the equivalent of PLN 1,000.00, unless separate written arrangements between the Client and GLS Poland, made at least 3 (three) working days prior to the consignment of the Parcel, provide otherwise. Otherwise it will be understood that the actual and total value of the Parcel in no case exceeds the amount of PLN 1,000.00.
4. The Client orders GLS Poland to render the Service and agrees to have the Services and Additional Services rendered pursuant to the provisions of these Regulations, which constitute the general terms and conditions of contracts in the understanding of the provisions of Article 384 of the Civil Code. The Client can read the binding version of the Regulations on the website of GLS Poland: [www.gls-poland.com](http://www.gls-poland.com).
5. The Courier collecting the Shipment is not authorised to either make or accept any amendments or supplements to the terms and conditions stipulated in the present Regulations and in the Agreement.
6. GLS Poland is not bound to follow any oral or written instructions provided by the Client or the Courier on the Shipment, especially on the PN, that are contrary to legal regulations or the provisions of the present Regulations.
7. GLS Poland has the right to refuse the order without justification and to refuse to process the order if it constituted a breach of the law, the Agreement or these Regulations.
8. Any change regarding the specification of Additional services shall be made in writing only, after presentation of a copy of PN to GLS

Poland. In such a case GLS Poland reserves the right not to deliver the shipment at the agreed time.

9. If a Client has requested transportation of a parcel with dimensions or weight greater than those indicated in Point II of these Regulations or has placed an order for the Cash-Service additional service, the value of which is higher than PLN 5,000.00, this is not deemed conclusion of an agreement and the parcel and cash will be returned to the Consignor at his cost within three working days.

#### **IV. Payment**

1. The amount of the payment to GLS Poland for the Services, Additional services and for the performance of other activities is specified in the Price List and Table of Charges. GLS Poland's current Price List and Table of Charges is available to any Client at all the subsidiaries of GLS Poland and on the website of GLS Poland. GLS Poland reserves the right to amend the Price List and/or Table of Charges, which will become effective one week after publication on the website of GLS Poland.
2. Payment for the Services and Additional services shall be paid by the Client in cash in advance, at the latest when the Shipment has been accepted by the Courier (or Subsidiary) or when the Shipment has been delivered by the Courier to the Consignee (or with the acceptance of the Shipment by the Consignee at the Subsidiary), unless the agreement provides otherwise. The payment for Services and Additional services, payment of customs duties and taxes and payment for the services rendered by GLS Poland's Customs Agency shall be made by the Client in cash when the Shipment is accepted by the Courier or when the Shipment is delivered by the Courier to the Consignee, unless the Agreement provides otherwise.
3. The receipt of cash by GLS Poland is confirmed on the KP document.
4. GLS Poland has the right to retain any Shipments of the Client that are in possession of GLS Poland in order to secure all claims from the Client to which GLS Poland is entitled regardless of the title. GLS Poland may also stop the rendition of the Services stipulated in the Agreement until the Client has satisfied all the outstanding obligations.
5. GLS Poland is entitled to put a lien on the Shipment in order to secure claims resulting from the Agreement from its acceptance until its delivery.
6. In the event that payment for the Services and Additional services is not made on time, GLS Poland has the right to retain any amounts the Client is entitled to until payment is made, or to deduct the amounts owed to GLS Poland from the amounts that the Client is entitled to, in particular on account of Cash-Service.
7. GLS Poland has the right to terminate the agreement with immediate effect in case when payment for the Services and Additional services is not made on time.
8. GLS Poland has the right to add statutory interest for late payments for the rendition of Service and Additional Service and to charge any debt collection costs related to late payments to the Client.

9. The Consignor of an international shipment is obliged to pay all the customs costs and taxes and costs of import customs clearance in case when the Consignee has not made the payment on time.
10. In case the Consignor does not meet the obligation stipulated in Article VI Paragraph 1 Subparagraph m) and n) of these Regulations, GLS Poland reserves the right to withdraw from the agreement and return such a Parcel to the Consignor and charge the Consignor with all the costs incurred, without notifying about the above beforehand.
11. The Client shall not have the right to deduct his liabilities from the liabilities of GLS Poland.
12. The Client shall not be entitled, without the written consent of GLS Poland, to transfer the liabilities he has from GLS Poland to a third person.
13. The Client is obliged to produce documents showing its current financial condition at GLS Poland's request and/or at the request of a credit agency / insurer requested by GLS Poland to draw a credit report.

#### **V. Commodities not accepted for transportation**

1. GLS Poland does not accept for transportation and delivery any Shipments that include:
  - a. commodities the transportation of which is prohibited on the basis of legal regulations or agreements, conventions or international agreements to which Poland is as a party,
  - b. cash, monetary units, bonds and other payment documents, cheques, cash and credit cards, excise printings, securities, precious metals and noble stones as well as products made of them, jewellery, works of art and products of artistic value, antiques, as well as other things, whose value depends on their age, uniqueness or subjective features, numismatic objects and stamp collections, identification documents, including tickets, registration documents and the related stickers,
  - c. tender documents, commercial quotes, accounting documents,
  - d. shipment, acceptance of which or acceptance of which on specific terms, would breach the exclusiveness of service rendition restricted to the public operator, in accordance with applicable regulations of the Postal Law,
  - e. live animals and plants,
  - f. goods requiring a controlled temperature,
  - g. pre-paid and activation telecommunication cards, and other cards with similar functions,
  - h. medicinal products in the understanding of the Pharmaceutical Law, components for the production of medicinal products, drugs as well as psychotropic and hallucinogenic substances, except for those for scientific and research purposes sent by institutions authorised on the basis of separate legal regulations, on condition that GLS Poland has agreed to render such a Service,
  - i. flammable and explosive materials, caustic substances and other commodities listed in the ADR Convention, unless the agreement with the Client provides otherwise, weapons and ammunition,

- j. perishable goods and food products, in the understanding of the Act on health properties of food and nutrition,
  - h. human corpses and remains,
  - l. human organs, body fluids and products of human or animal metabolism,
  - m. commodities transported on the basis of a temporary customs clearance - ATA card,
  - n. commodities requiring excise marks,
  - o. commodities transported with a customs seal,
  - p. personal belongings and resettlement property,
  - q. stringed or plucked instruments,
  - r. other commodities the nature of which may constitute a threat to people or may expose other Shipments to the risk of destruction, damage, getting dirty, etc.,
  - s. other goods which must be transported or stored under special conditions (e.g. transported in a specific arrangement e.g. horizontal, glass, ceramics, part of vehicle bodywork, other delicate goods),
  - t. furthermore, in international transportation GLS Poland shall not accept any Shipments, which contain things that require special phytosanitary tests,
  - u. commodities, which are excluded from air transportation under applicable regulations of the law in case of combined air-road transportation.
2. GLS Poland, in case when the Consignee pays for the Service or the Additional Service, does not accept for transportation Shipments when it is believed that the address at which they should be delivered is the Consignee's temporary address. In particular, GLS Poland will not deliver any Shipments to hotels, student hostels (dormitories) or other hostels, health centres and sanatoriums, fairs and exhibitions.
3. GLS Poland does not accept for transportation Shipments addressed to post-office boxes, to beaches and mountain huts, shelters or hostels.
- VI. Obligations of consignor**
- 1. A consignor assures and guarantees that:
    - a. The Shipment's contents have been correctly described in the PN document and the full address of the Consignee has been legibly written in it, parcels has been labelled with proper address labels,
    - b. any Additional Services ordered have been indicated in the PN document and on the address label,
    - c. a return document, required in the case of the DocumentReturn-Service (DOR), has been affixed to the external packaging of the Parcel and is clearly visible,
    - d. in any case the value of the Parcel does not exceed the amount indicated in the provisions of Article III Paragraphs 2 and 3 of these Regulations,
    - e. has notified GLS Poland in writing and has obtained from GLS Poland, at least 3 (three) days prior to the consignment of the Parcel, a written confirmation of the acceptance of the order to transport the Shipment whose declared value is higher than that stipulated in the provisions of Article III Paragraphs 2 and 3 of these Regulations,
  - 2. The Consignor disclaims any liability of GLS Poland, i.e. both liability towards third parties and towards the Client, for all damages resulting from the Client's violation of obligations enumerated in the stipulations of Paragraph 1, no matter whether attributable to the Client or not. Furthermore, the Client shall be liable to GLS Poland and to third parties for all damage suffered by GLS Poland and third person resulting from the Client's violation of obligations enumerated in the stipulations of Paragraph 1, no matter whether attributable to the Client or not. The Client shall be obliged to repair all damage suffered by GLS Poland or third person resulting from the Client's violation of the obligations enumerated in Paragraph 1, no matter whether attributable to the Client or not, as well as exempt GLS Poland from the obligations towards third persons if the obligations resulted from the Client's violation of the obligations enumerated in Paragraph 1. The obligations enumerated in this paragraph shall also include the Client's obligation to repair the damage that had the form of administrative fines or other fines similar in nature, and to
- f. the Shipments for which Additional Services have been ordered have been properly marked on the PN document,
  - g. telephone numbers of the Consignor and the Consignee, consignment date of the Shipment and signs: 10:00-Service, 12:00-Service, Saturday-Service, Saturday 10:00-Service or Saturday 12:00-Service, respectively, if applicable, have been clearly written on the Shipment and the PN document,
  - h. the Shipment (Parcel) has been properly packed so as it protect it against loss, partial loss or damage and adequate so that the Shipment (Parcel) can be released to the Consignee without any partial loss or damage; in particular the packaging should be properly closed and protected (by seals, wax seals, self-adhesive tapes or labels, etc.) so as to make access to the contents of the Shipment (Parcel) impossible without leaving visible traces of tempering as well as have proper internal protection, which prevents the contents of the Shipment (Parcel) from any movement,
  - i. marking has been affixed to the packaging of the Shipment (Parcel) to indicate the special nature or properties of its contents, e.g. "careful – glass", "this side up/this side down",
  - j. the Shipment's (Parcel's) contents do not include commodities that have been excluded from the Services, pursuant to Article V,
  - k. a set of documents required for customs clearance according to the regulations has been enclosed with the Shipment (Parcel), and a specification of the goods in the Shipment (Parcel) transported in the combined air-road transportation,
  - l. the data on the Parcels and Services and Additional Services, entered into the computer system integrated with GLS Poland's system, will be electronically sent to GLS Poland on the day on which the Parcels are consigned at the latest,
  - m. the dimensions of the Parcel are not bigger than permitted dimensions stipulated in Article II of these Regulations;
  - n. the Shipment (Parcel) is fit for automatic handling during loading and sorting.

pay the costs of any proceedings conducted with reference to the administrative fines or other fines similar in nature.

## VII. Consignment of the shipment

1. The shipment (Parcel) can be accepted for transportation and delivery in the following way: at the Subsidiary – the Consignor delivers the Shipment himself; at the Consignor's – the Shipment is collected by the Courier after an earlier advice communicated to the subsidiary's registered office.
2. The PN document, signed by the Consignor and GLS Poland (Courier) shall serve as proof of Shipment (Parcel) acceptance and conclusion of the Agreement to render the Service and Additional services. A copy of this document, signed by GLS Poland (Courier), is left with the Consignor. In case of any discrepancy between the contents of the Client's order and the text on the label, the information on the label shall be binding for GLS Poland, unless the parties have decided otherwise in the Agreement.
3. GLS Poland can refuse to conclude the Agreement to render the Service or withdraw from the performance of the Agreement if the Shipment (Parcel):
  - a) includes objects excluded from acceptance and transportation, stipulated in Article V of these Regulations,
  - b) does not meet the conditions defined by GLS Poland, required to conclude the Agreement, stipulated in Article VI of these Regulations, and in particular regarding the packaging and marking of the Shipment (Parcel).
3. Acceptance of the Shipment (Parcel) by GLS Poland for transportation and delivery does not justify the conjecture that its packaging and contents meet the conditions stipulated in these Regulations.
4. GLS Poland can accept a Shipment (Parcel) for transportation and delivery, which does not meet the conditions stipulated in Article VI, Paragraph 1, Subparagraph h), only if the Shipment, packaged in such a way, does not pose any hazard to other Shipments, persons, or property. In such a case the Consignor shall assume the liability for any damage that may result as well as for any possible destruction or partial loss of the Shipment's contents during its transportation or for the delay in its delivery caused by any possible necessary protection measures that must be applied with respect to the Shipment, which will be done at the Consignor's expense.
5. From the moment the Shipment (Parcel) was accepted for transportation until its delivery GLS Poland can check whether the Shipment (Parcel) corresponds to the Consignor's declaration in the PN document; and in particular, whether the declared contents of the Shipment or its weight (mass) correspond to the actual weight (mass), whether the Shipment is not subject to exclusion from the Service and can also check the type of protection of the objects inside the packaging. Any costs incurred in connection with this check shall be charged to the Shipment. Respective provisions of the Postal Law and the Transportation Law shall apply to the checking activities. GLS Poland, having completed the checking activities, shall inform the Consignor in writing of all the checking activities it has performed.
1. It is a principle to deliver the Consignor's Domestic Shipment (Parcel) to the Place of Delivery indicated in the PN document, during the day following the consignment day at the latest, unless the 10:00-Service, 12:00-Service, Saturday-Service, Saturday 10:00-Service or Saturday 12:00-Service has been agreed and it has been properly indicated in the PN document.
2. The Consignor, when ordering the rendition of the Service, can indicate in the PN document that the Shipment (Parcel) will be collected from the Subsidiary of GLS Poland (collection by Consignee).
3. The Consignee shall confirm the delivery of the Shipment (Parcel) with own handwritten and legible signature made on an electronic device (scanner) or paper version of the Delivery List document – giving the time of delivery and company rubber stamp. The Consignee agrees to use the printout of Consignee's signature from the electronic device as the only proof of delivery of Shipment by GLS Poland and shall not file any reservations to this form of proof, giving as the only argument the fact that Consignee's signature is obtained and stored by GLS Poland in electronic form.
4. GLS Poland (Courier) shall have the right to verify the identity of the Consignee by comparing the data in the PN document with the data in the identification documents (e.g. identity card, passport, driving licence).
5. The Consignee cannot open the Shipment (Parcel) before the delivery of the Shipment (Parcel) has been confirmed on the Delivery List and the payment for delivery has been made.
6. If any damage or partial loss of the Shipment is found before it has been released to the Consignee, the Courier, who delivered the Shipment, shall immediately draw up a protocol with the description of the Shipment's condition (damage protocol). The Consignee can also request a damage protocol if the Consignee claims that the Shipment was effected. The damage protocol is signed by the Courier and the Consignee and a copy of the protocol is retained by the Consignee and the Client, if the Client is not the Consignee.
7. In case of Consignee's absence at the Place of Delivery and, in the case of the 10:00 Service, 12:00 Service, Saturday-Service and Saturday 10:00-Service, Saturday 12:00-Service, when the Consignee is not present at the Place of Delivery at the time stipulated in the PN document, the Courier shall leave an Advice Note with the information that an attempt was made to deliver the Shipment (Parcel) and a note of the time when the next attempt to deliver the Shipment will be made. In such case the Shipment (Parcel) is kept in GLS Poland depot for 11 working days from the day of first absence of the consignee and upon the expiry of this time the Shipment (Parcel) is returned by GLS Poland to the Consignor at charges, which are at the Client's side.
8. In the case when the Consignee refuses to accept the Shipment or GLS Poland cannot deliver the Shipment for other reasons not attributable to GLS Poland, GLS Poland shall return the Shipment to the Consignor at the Client's expense.
9. Refusal to pay for the Shipment by the Consignee shall be treated as refusal to accept the Shipment. In this case GLS Poland shall return the Shipment to the Consignor; the costs of the transportation to the Client and back to the Consignor will be paid by the Client.

## VIII. Release of the shipment

10. The Consignee (or Consignor if the Shipment was returned to him), who refuses to accept the Shipment, must give the reason for the refusal on the paper form of the Delivery List and affix his signature and company rubber stamp to it. If no reason for the refusal has been given, the signature and rubber stamp have not been affixed, GLS Poland's courier himself shall enter the reason for the refusal on the paper form of the Delivery List and shall affix his signature. In the case of an electronic device GLS Poland's courier enters the surname of the refusing person.
  11. The Shipment, which has not been delivered to the Consignee at the Delivery Place indicated in the PN document within 30 days from its consignment, shall be considered lost.
  12. In case of the Consignee's absence in the Place of Delivery, GLS Poland is authorized to release the Shipment to an active person in the direct neighbourhood of the Place of Delivery or the nearest Parcel Shop point, and must leave a written note in the customary way at the Place of Delivery about the place or person at which or to whom the Shipment has been released ("Alternative delivery"). An alternative delivery made in compliance with the conditions stipulated in the previous sentence is considered proper performance of the Service.
- h) when the Shipment has been loaded, arranged or unloaded by the Consignor, Consignee or by the persons operating on behalf of Consignor or Consignee,
  - i) when the features or numbers on the items of the Parcel (Shipment) were insufficient or wrong,
  - j) for any other reason not attributable to GLS Poland.
4. GLS Poland shall not be liable for any partial loss of the Shipment's contents if GLS Poland has not checked the weight or number of the items in the Shipment, provided that upon delivery of the Shipment the packaging, which has been secured by the Consignor with a seal, wax seal, Consignor's band or in any other similar and permanent way, bears no traces of tempering.
  5. GLS Poland shall be liable only for the actual and proved losses incurred by the Client as a result of the non-performance or improper performance of the Service, except for the loss of benefits, profits or income by the Client or a third party unless they were caused intentionally or were the result of gross negligence on the part of GLS Poland.
  6. In domestic transportation, in any case GLS Poland's liability is limited to the value of the Shipment, which GLS Poland agreed to accept pursuant to the provisions of these Regulations.
  7. If the loss is the result of the circumstances for which GLS Poland is partly responsible, the liability of GLS Poland is limited to the extent, to which these circumstances contributed to the loss.
  8. In domestic transportation, save for Paragraph 6, the amount of the damages for the loss or partial loss of the Shipment cannot be higher than the ordinary value of the goods in the Parcel (Shipment).  
The indemnity shall be paid based on net value of the goods ex VAT. In case in domestic transportation the amount of the damage is documented to have been suffered in foreign currency, the indemnity will be calculated at the average exchange rate quoted by the National Bank of Poland for this currency on the day of Shipment's consignment.
  9. In case the Shipment is damaged, the indemnity shall be equal to the amount corresponding to the proportional reduction of the Shipment's value.
  10. In addition to the indemnity stipulated in Paragraphs 7 and 8 GLS Poland shall reimburse the full payment for transportation if the Shipment was lost, a respective part of the payment if some items of the Shipment were lost, or, when the Shipment was damaged, the reimbursed amount shall be equal to the proportional reduction of the Shipment's value.
  11. In case of any delay in the delivery of the Shipment, if the Client has proven that he has suffered damage, GLS Poland shall pay the indemnity equal to the actual value of the damage, however never higher than the amount of the payment for the service, which GLS Poland delayed to perform.
  12. GLS Poland shall be liable for the loss, non-use or improper use of the documents completed and appended by the Consignor to the PN document, unless GLS Poland is not guilty. The liability of GLS Poland for proven damage in this case shall be limited to the amount of the payment for the Service, the rendition of which required that the documents be appended to the Shipment.

## IX. Liability of GLS Poland

1. GLS Poland shall be liable for the non-performance or improper performance of the Agreement to render the Service and Additional services in accordance with the principles stipulated in these General terms and Conditions as well as relevant law regulations.
2. GLS Poland shall be liable for the loss, partial loss of or damage to the Shipment that originated at the time from its acceptance to its transportation until it has been delivered (released) as well as for any delay in the performance of the Service.
3. GLS Poland shall not be liable if the loss, partial loss or damage to the Shipment or delay in the performance of Service or Additional Service is due to, without limitation:
  - a) reasons attributable to the Consignor or Consignee or a third party whom the Consignor and Consignee have used, which have not been originated due to a fault of GLS Poland,
  - b) because of the nature of the objects ordered for transportation,
  - c) due to the Force majeure,
  - d) because the Consignee consigned the commodities, which GLS Poland does not accept for transportation under general provisions or under these Regulations, under a name that is different than the actual name, is imprecise or is insufficient,
  - e) because of the lack, insufficiency or faulty packaging of the Parcel (Shipment) as a result of which the contents of the Parcel (Shipment) can be damaged or lost,
  - f) because of the insufficient or imprecise marking of the Parcel (Shipment),
  - g) because the commodities, which are transported, are particularly prone to damage because of their defects or natural properties,

13. In case the Consignor withdraws from the agreement for reasons attributable to GLS Poland, the liability of GLS Poland for the proven damage because of the withdrawal from the agreement shall be limited to the amount of payment for the service, the rendition of which was cancelled by the Consignor.
14. In international transportation the liability of GLS Poland for the loss, damage or partial loss of the Shipment cannot be higher than SDR 8.33 for each kilogram of the missing gross weight, however not more than the actual value of the Shipment. Conversion of this amount into Polish zloty shall be made at the average exchange rate of the National Bank of Poland on the day on which the transportation of the Shipment was ordered.
15. GLS Poland in any case shall be liable up to the amount indicated in the provisions of Article III, Paragraphs 2 and 3 and Article VI, Paragraph 1 Subparagraph d) of these Regulations, unless GLS Poland had agreed in writing to transport a Shipment of a higher value before transportation of the Shipment was ordered with GLS Poland. In case when a person other than the Client was authorized to collect the indemnity, the Client shall undertake to exempt GLS Poland from the liability towards that person and will pay the indemnity.

#### **X. Liability for additional services**

1. The indemnity, which is due to GLS Poland for delays in the rendition of the 10:00-Service, 12:00-Service, Saturday-Service, Saturday 10:00-Service, Saturday 12:00-Service is limited to the amount of proven damage, however it will not be higher than the payment for the service.
2. In case when the Client proves the damage it has suffered, GLS Poland shall be liable for the rendition of the Cash-Service in the maximum amount equal to the value of the Cash-Service ordered, with the reservation that an amount not collected from the Client shall not be regarded as damage.
3. GLS Poland shall transfer to the Client the amount collected while executing the Cash-Service service within 7 working days from collecting it from the Consignee; however, the payment day means the day on which the account of GLS Poland is debited.
4. In case when the DocumentReturn-Service is not rendered and the Consignor has incurred a loss for that reason, GLS Poland shall pay indemnity in the amount not higher than the payment for the DocumentReturn-Service.

#### **XI. Liability of consignor**

1. The Consignor shall be liable to GLS Poland for any damage done to persons, equipment, other Shipments as well as for any costs, which resulted because
  - a) instructions and declarations were made in the PN document or in another form, which are at variance with the facts or which are imprecise, insufficient or which were entered in the wrong place or because the required documents were missing, were incomplete or improper,
  - b) the condition of the Shipment was bad, it lacked packaging or its packaging was faulty, or the loading activities were performed improperly.

2. The Consignor shall be liable to GLS Poland if the documents, on the basis of which the Service is to be rendered, have been completed incorrectly, in particular when the provided data is not correct, imprecise, incomplete or has been entered into wrong places. The Consignor shall also be liable for the lack of the required documents, if the reason for their lack is attributable to the Consignor. The Client shall also be liable for any erroneous or imprecise information given to GLS Poland in any other format.
3. In case the Client has not fulfilled the obligation, which is stipulated in Article VI, paragraph 1 Subparagraph I), GLS Poland shall not be liable for the rendition of the Service and Additional services and reserves the right to retain the Parcel until correct data has been furnished.

#### **XII. Claims**

1. Claims for improper performance of the agreement to render the Service shall expire if the Shipment has been accepted without any reservations. However, this provision shall not apply to the claims for partial losses, which were not visible when the Shipment was released, or the damage, which was reported in writing by the Consignee (or the Consignor in case the Shipment has been returned) to GLS Poland, however not later than within 7 (seven) days from acceptance of the Shipment. In this case GLS Poland will be liable only when the Client has proven that the damage occurred between the acceptance of the Shipment for transportation and its release.
2. Claims for the non-performance or improper performance of the agreement to render the Service and Additional services can be made only by the Client, who ordered the rendition of the Service or Additional services. Claims made by any other person shall be returned to them with the name of the person who is authorized to make the claim. Claims shall be filed in writing at the address of GLS Poland within 30 (thirty) days and in the case the Shipment was lost – within 45 (forty five) days from the Shipment acceptance by GLS Poland until its transportation, under pain of forfeiting the right to claim damages, if any.
3. Any claim shall be examined within 90 days from the day on which it was made.
4. If the claim is made by a person other than the Client who ordered the Service, that person shall enclose a document that gives it the right to make the claim or a relevant power of attorney. This does not apply to an insurance institution, which files a recourse claim with GLS Poland.
5. The following details shall be provided with the claim:
  - a) the name, registered office and address of the claimant, as well as bank account number to be credited with the compensation, if any,
  - b) the claimed amount with justification,
  - c) relevant documents in support of the claimed amount (original VAT purchase invoice or copy certified as true copy, calculation of cost of production, other documents confirming the claimed amount),
  - d) a copy of PN,

- e) a copy of the report on the condition of the Shipment / a copy of the damage protocol.

GLS Poland may demand that the claimant provides other documents necessary to examine the claim.

6. If the claim was made by an unauthorized person or the claim does not meet the conditions stipulated above in Paragraph 5, GLS Poland shall request the claimant to supplement it within 1 month from filing the claim. Otherwise the claim shall be considered invalid. If the claim is corrected or supplemented within the time, which is stipulated above, a 90-day period envisaged for the claim examination starts from the day on which all the supporting documents have been provided.
7. GLS Poland reserves the right to request other documents, which are necessary to close the claim procedure; in particular it can request to prove that payment for the Service has been made.
8. GLS Poland shall notify the claimant of the outcome of the claim procedure and shall communicate to the claimant: a) if the claim is found justified – the awarded amount and details of how it will be transferred to the claimant, b) if the claim is rejected completely or partly – the legal basis for the rejection with justification.
9. In case when the Shipment was damaged, the Consignor shall be obliged to leave it with GLS Poland until the claim procedure has been completed.
10. Claims can be sued in court by the eligible party when the time stipulated in Paragraph 3 has expired.
11. The Client, who has lodged a complaint, must make the payment for the rendition of the Services and Additional Services by GLS Poland and the Charges and Surcharges.

### **XIII. Liquidation of shipments**

In cases stipulated in the regulations, GLS Poland is authorised to liquidate the Shipment e.g. by selling, giving it away for free or destroying it. GLS Poland shall notify the Client in writing of its plan to liquidate the Shipment and will give the Client 10 days (from the notification delivery date) to instruct GLS Poland in writing what should be done with the Shipment. If the Client does not instruct GLS Poland within that time, GLS Poland shall begin to liquidate the Shipment. Any amounts earned from the liquidation will be paid to the eligible person, reduced by any liabilities owed to GLS Poland, including the costs of liquidation.

### **XIV. Final provisions**

1. The current versions of the Regulations, Price List, Table of Charges, Specification and Territory together with all modifications are available at the registered office and all subsidiaries of GLS Poland as well as at each Courier and they are also published on the Web site [www.gls-poland.com](http://www.gls-poland.com)
2. Any disputes arising from both the Agreement and these Regulations shall be subject to the decision of the Common Court with jurisdiction in Poznan.
3. In case the Client is identical with a consumer in the understanding of the Civil Code, the text of the agreement on the rendition of the Service shall be governed by the provisions stipulated in Article IX, Paragraph 1 and Article XII, Paragraph 2 of these Regulations.
4. Whenever in these Regulations reference is made to the Agreement, it shall also be understood as a written offer sent by

GLS Poland to the Client and accepted by the Client, on the basis of which GLS Poland provides the Services or Additional Services.

5. These Regulations shall also apply to the agreements concluded before these Regulations became effective, which said earlier agreements regulated the rendition of the Services, unless the Client has terminated the Agreement observing a two-week notice period. The notice to terminate the Agreement shall be delivered within 30 days from these Regulations becoming effective. Until the Agreement, which has been terminated pursuant to this provision, is actually terminated, relevant provisions of the Regulations indicated in Paragraph 6 sentence 2 shall apply.
6. The Regulations shall become effective on 1 July 2009. The existing regulations of GLS Poland dated 15 July 2008 shall be repealed with the same date.