

GLS GENERAL LOGISTICS SYSTEMS HUNGARY KFT.

**GENERAL BUSINESS CONDITIONS
PERTAINING TO THE GLS XXL SERVICE**

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1. INTRODUCTION

1.1. SCOPE

These General Business Conditions contain the detailed terms and conditions of the GLS XXL service provided by the Service Provider as well as of the additional services related thereto.

With respect to the GLS XXL service, the written Framework Contract between the Service Provider and the Client and the instructions specified by the Client in the individual orders shall apply. In matters not covered therein, the provisions of these GBC or, in the absence of such, the provisions of the relevant laws and regulations, shall apply.

Beyond these General Business Conditions, and in matters not regulated in the laws, the Hungarian General Forwarding Conditions (HGFC) shall also apply.

Should the Client have any General Contractual Conditions of its own, these shall have no bearing on the substance of the contractual relationship between the Parties.

1.2. THE SERVICE PROVIDER'S NAME AND DETAILS:

Name: **GLS General Logistics Systems Hungary Kft.**
 Registered office: 2351 Alsónémedi, GLS Európa u. 2.
 Website: <https://gls-group.eu/HU/hu/home>

(Hereinafter: "Service provider" or "GLS" or "GLS Hungary")

1.3. CITED STATUTORY REGULATIONS AND THEIR ABBREVIATIONS:

- Act V of 2013 on the Hungarian Civil Code (hereinafter: Civil Code)
- Act CLV of 1997 on Consumer Protection (Consumer Protection Act)
- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, hereinafter: GDPR)
- Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on consumer ODR)
- Govt. Decree 120/2016 (VI.7.) on road freight forwarding contracts (hereinafter: KÁSZ),
- Govt. Decree 261/2011 (XII.07.) on freight forwarding by road for a fee, own-account goods transport, as well as transport of passengers by coach for a fee and own-account transport of passengers, and on the amendment of the statutes related to these
- Govt. Decree 508/2020 (XI. 18.) on the promulgation, in a consolidated format, of the Protocol on the amendment of the European Agreement of 30 September 1957 concerning the International Carriage of Dangerous Goods by Road (ADR) and of the Agreement concerning the International Carriage of Dangerous Goods by Road, as well as Ministry of Innovation and Technology Decree 39/2021 (VII. 30.) on the application in Hungary of Annexes "A" and "B" of the Agreement concerning the International

Carriage of Dangerous Goods by Road (ADR) (hereinafter together: ADR)

- Ministry of Transport Decree 89/1988 (XII.20.) on road transport services and on the keeping in operation of road vehicles
- Govt. Decree 197/2014 (VIII.01.) on waste management activity related to electric and electronic equipment
- Act CLXXXV of 2012 on waste
- Ministry of Finance Decree 13/2020 (XII. 23.) on the operation of the Electronic Public Road Transportation Control System (EKÁER decree)

1.4. DEFINITIONS

Goods	all such things as may be forwarded on public roads by truck and that are not excluded from transport by these General Business Conditions.
GBCs or GLS XXL GBCs	means these General Business Conditions pertaining to the GLS XXL service.
Address or delivery address	the clearly identifiable place of delivery of the Consignment as defined in these GBCs.
Addressee	the natural or juridical person or organisation without legal personality to whom the Consignment must be sent based on the Sender's order.
Parcel number	a number used for the unique identification of the Consignment.
Depot	the building needed for providing the GLS XXL service, in which the safe placement and sorting of Consignments, and the storage of the same in an extent required to perform the service, is provided for. The Depots serve a specific geographical area defined by the Service Provider. An contractor hired by the Service Provider transports the Consignments picked up at the Sender to a Depot located in the specified geographical area; there, it sorts them, loads them onto another vehicle, and then transports the Consignments to the Addressees, within the geographical area covered by the Depot concerned.
Individual Service Contract	An individual contract between the Service Provider and the Client (Sender), regardless of whether it is of a fixed or indefinite duration, during the existence of which the Client regularly sends Consignments.
Sender or Client	the that concludes a Service Contract in his/her or its own name with the Service Provider.
Pick-up	the activity as a result of which the Consignment is picked up by the Service Provider at the place of pick-up specified in the Service Contract in a certified manner.
Loading	the loading of the Consignment onto a truck.
GLS API	With the GLS API, Clients can integrate the modules needed for ordering the service into their own system, thereby allowing them to simplify and speed up label management procedures. The description required for the

GLS System	Customer	development is available on http://glsconnect.hu/ . means the myGLS system.		Addressee shall not be classed as Consolidated Consignments.
Product as waste	classified	any substance or object which the holder discards, intends to discard or is required to discard.	PoD ("Proof of delivery")	Consolidated Consignments shall be subject to the rules applicable to Consignments, unless otherwise provided in these GBCs.
Delivery, delivery, handover	hand-delivery, or	an activity performed by the Service Provider whereby the Consignment is handed over from the Service Provider to the Addressee or the person otherwise entitled to receive it.	Person authorised to instruct	delivery certificate; a copy of the signed Rollkarte (shipping document) extract evidencing delivery of the Consignment.
Consignment		a Consignment that complies with the provisions of section 5 of these General Business Conditions and that does not fall within the definition of a postal consignment as defined in Section 2, point 35 of the Postal Act. Parties understand the Consignment to mean the packaged Goods together with the packaging of the Goods. If a Sender sends a Consolidated Consignment, the Consolidated Consignment shall also be deemed a Consignment, with the proviso that in all cases where the rules relating to Consolidated Consignments differ from the rules relating to a Consignment consisting of one parcel, this shall be specifically indicated in these GBCs. If a Sender sends several separately packaged Consignments on the same day to the same Addressee, but this is not classed as a Consolidated Consignment, the separately packaged Consignments shall each be deemed separate Consignments.	Final place of destination	a person who, under the Service Contract or the statutory regulations, may lawfully give instructions to the Service Provider in relation to the pick-up, delivery or return of the Consignment, or may otherwise lawfully decide on the fate of the Consignment. Until the Consignment has been delivered or until the Addressee has issued an instruction regarding the Consignment, it is the Sender who shall have the right of instruction with regard to the Consignment. After the delivery of the Consignment, it is the Addressee who shall be authorised to instruct.
Tracking of Consignment	a	the technology used by the Service Provider to transmit, on the basis of the unique ID of the Consignment, as information retrievable from the internet or through the use of an electronic communication network, a documented text message on each Consignment, providing information at least on the place and date of pick-up of the Consignment and the date of its delivery.	Scanner	the exact place within the Delivery Address to which the Consignment is to be delivered.
Framework Contract		The master agreement between the Client and the Service Provider for the provision of the GLS XXL service, the precise terms of which are individually negotiated by the Parties.	Organisation	the device used for recording information during the provision of the service.
Consolidated Consignment		Consignments sent from the same Sender to the same Addressee on the same day consisting of two or more separately packaged items, with the proviso that the consolidation of the Consignment must be specifically requested by the Sender when the order is placed. If the Sender fails to do so or does not order the consolidation of the Consignment, the separately packaged Consignments that are sent by the Sender on the same day and addressed to the same	Head of the organisation	a juridical person or other organisation.
Closed-system loading			Service Contract	the Organisation's most senior official, company manager, or its chief executive, as well as any such person who is entitled to sign on behalf of the Organisation or to represent it generally.
Private document of full probative force			Private document of full probative force	The set of agreements concluded between the Client (Sender) and the Service Provider for the provision of the GLS XXL service, which includes the Framework Contract, the Individual Contracts and these GBCs.
GLS XXL Hub			GLS XXL Hub	the document pursuant to Section 325, paragraphs (1) and (2) of Act CXXX of 2016 on the Code of Civil Procedure (hereinafter: Code of Civil Procedure).
Post-pickup instruction			Post-pickup instruction	the Service Provider's sorting plant used for the provision of the GLS XXL service.
a contract amendment following the dispatch of the Goods, due to a change in the circumstances of the carriage, on the part of the person entitled to make such amendment, in accordance with the relevant provisions of the Service Contract and the Civil Code.			Closed-system loading	a contract amendment following the dispatch of the Goods, due to a change in the circumstances of the carriage, on the part of the person entitled to make such amendment, in accordance with the relevant provisions of the Service Contract and the Civil Code.

number of such loads), their mark and serial number.

2. CONTENT AND RULES OF THE SERVICE CONTRACT

2.1. CONTENT OF THE SERVICE

Under the GLS XXL service, the Service Provider undertakes to pick up the Consignments at the pick-up address specified by the Sender, to ship them for the Addressee to the latter's address, to deliver the Consignments to the Addressee and to conclude the necessary contracts with the carriers and other service providers in the interest of the shipment of the Consignments.

Service Provider shall enter into the Service Contract with the Client as freight forwarder, with the proviso that, due to the complex nature of the service, section 12 of these GBCs shall apply to the liability of the Service Provider.

2.2. CONCLUSION OF THE SERVICE CONTRACT

2.2.1. General rules

Service Provider shall provide the Basic and Additional Service(s) set out in these GBCs only subject to a written contract concluded with the Client.

The Framework Contract concluded between the Parties and the written orders placed on the basis thereof shall be deemed a written contract.

2.2.2. Rules for the conclusion of the Framework Contract

Service Provider shall conclude a separate Framework Contract with the Client that is set forth in writing. This Framework Contract may be concluded by means of a contract signed jointly by the Parties and an offer made by the Service Provider and accepted by the Client.

The Framework Contract is only applicable to the GLS XXL service, and therefore the postal service is governed by the provisions of a separate contract between the Parties.

2.2.3. Individual orders and individual contract conclusion

The Service Provider shall pick up the Consignments at the time specified in the Framework Contract, and this applies to each of the pick-up methods specified in section 8.

Prior to pick-up, the Client must record the services (including basic and additional services) for the Consignment in the GLS Customer System or using the GLS API, print the Dispatch List or the parcel label as set out in these GBCs and affix them to the Consignment. After the label has been printed and the Consignment picked up, additional services may be ordered for that Consignment only if expressly provided for in these GBCs.

The contract relating to the given Consignment shall – unless proven otherwise – come into effect upon the pick-up of the Consignment by the Service Provider ("Individual contract conclusion").

If the Service Provider fails to pick up the Consignment within the time specified in the Service Contract for a reason for which it is responsible, this shall be considered a delay and the provisions set out in these GBCs with respect to such shall

apply. The burden of proving that the Service Provider was not responsible for the delay in pick-up of the Consignment, and/or that the Client did not provide the Consignment to the Service Provider for delivery, lies with the Service Provider. That this was the case shall be evidenced with a Dispatch List drawn up and signed by the Parties in accordance with the provisions of these GTC.

Client is also entitled to issue a one-off order beyond the time specified in the Service Contract ("One-off Pick-up"), to which the following provisions apply.

- Client shall record the information relating to the Consignment in myGLS or via the myGLS API by 5 p.m. on working days at the latest, and on the basis of this, print out the Dispatch List. If the recording takes place later than this, the deadline shall be extended by one working day.
- In addition to the above, the Client shall also confirm the one-off order by email by the time specified in the previous paragraph in an email sent to xxlinfo@gls-hungary.com.

The above provisions also apply if the Client wishes to send a Consignment exceeding 10% of the contracted parcel volume.

In the case of a One-off Pick-up, the Parties shall agree separately in writing on the time of the pick-up and, if different from that stated in the Service Contract, the pick-up address.

2.2.4. Refusal to conclude a contract or to continue performing the contract

The Service Provider is entitled to refuse to conclude a Framework Contract or Individual Contract if

- a) the conclusion or performance of the contract would run counter to the law;
- b) the contents of the Consignment are clearly injurious or dangerous to life, health, physical integrity or the human environment, or
- c) the contents of the Consignment include products that are excluded under these General Business Conditions, or
- d) the packaging of the Consignment does not comply with the requirements of these General Business Conditions.

Ensuring fulfilment of the above requirements is the obligation of the Client.

If any of the above facts

- a) comes to the attention of the Service Provider at the time of pick-up of the Consignment, the Service Provider shall be entitled to refuse to pick up the Consignment.
- b) comes to the attention of the Service Provider after the pick-up of the Consignment, the Service Provider shall be entitled to refuse performance or, in justified cases, to suspend the entire service. Service Provider may suspend the entire service only if the Client's breach of contract is so serious that the Service Provider cannot be expected to continue to perform, and in the event that the Client repeatedly fails to comply with the foregoing despite the Service Provider's request.

Service Provider shall inform Client of any refusal to provide the service or of the suspension of the same.

The additional costs arising from the return of the Consignment to the Client or its delivery to another place, or from any action taken by the authorities, shall be borne by the Client.

3. CUSTOMER SERVICE, COMPLAINTS HANDLING

3.1. CONTACT DETAILS

Phone: +36 29 886-670
 Email: xxlinfo@glh-hungary.com
 Place of 2351 Alsónémedi, GLS Európa u. 2.
 complaints
 administration

3.2. REPORTING A COMPLAINT

Any report in which the complainant states that the service provided by the Service Provider does not, either in part or in full, comply with the statutory regulations or with the terms set out in these General Business Conditions shall be deemed a complaint.

The Customer Service Office is available on working days between 8 a.m. and 5 p.m.

Complaints can be made using the contact details specified in section 3.1. Complaints by phone can only be made during the times that the Customer Service Office is available.

When reporting a complaint or a claim for damages, or otherwise communicating with the Service Provider, the complainant must avoid the use of obscene, vulgar or other offensive language. If the complainant does not respect this, the Service Provider shall be entitled to cease communicating with the complainant.

Complaints may be lodged within one (1) year of the date of dispatch if they relate to the Consignment, or, if they relate to an activity, within 30 days of the date on which such activity came to the attention of the complainant but no later than one (1) year after the activity took place.

Detailed rules on how to lodge a complaint are set out in the **Notice on Complaints Handling**.

3.3. INVESTIGATION OF THE COMPLAINT BY THE SERVICE PROVIDER

The Customer Service Office shall investigate complaints and observations within the shortest time possible, but certainly no later than within 30 days of receipt of the complaint. This deadline may be extended once by a further 30 days, provided the complainant is notified at the time.

The Service Provider shall inform the complainant in writing of the outcome of the investigation of the complaint, including the Service Provider's position rejecting the complaint, within the above time limit.

The detailed rules regarding the investigation of complaints and the legal remedies available are set out in the Service Provider's **Notice on Complaints Handling**.

4. CONTENT OF THE SERVICE, ADDITIONAL SERVICES

4.1. BASIC SERVICE

GLS XXL Service: the Service Provider undertakes to ship the Consignments from the pick-up address specified by the Sender to the domestic address of the Addressee specified by the Sender and to conclude the necessary contracts with the

carriers and other service providers in the interests of the shipment of the Consignments.

The Service Provider uses contracted carriers for the provision of the GLS XXL service; the Service Provider does not have its own means of freight transport. The Service Provider shall be liable to the Sender for the actions of the Carriers used by the Service Provider, to which the conditions specified in sections 12 and 13 of these GBCs shall apply.

Service Provider provides the following related services as part of the basic GLS XXL Service at no extra charge:

- a total of two delivery attempts;
- advance notification of the Addressee by phone on the day of delivery;
- notifying the Addressee of the delivery by email or text message, or notifying the Addressee of an unsuccessful delivery by email;
- tracking of the Consignment.

A precondition for notifying the Addressee by email or by phone/text message is that the Sender provide the Service Provider with these data in respect of the given Consignment. In the event of failure to do so or if incorrect/untrue data is provided, the Service Provider shall not be liable for any unsent notifications, or for sending notifications to the Addressee that were not meant for the Addressee, or for any claims arising for such.

4.2. ADDITIONAL SERVICES

An additional service is a service related to the basic service but additional thereto that the Service Provider provides in connection with the basic service pursuant to a separate order from the Sender/Client.

AddresseeOnlyService – confidential Consignment

By ordering this service, the Sender can specify the person who will take receipt of Consignment. Handover of the Consignment shall be subject to the presentation by the designated recipient of an official photo ID evidencing personal identity. The number of the identity document shall be recorded electronically at the time of handover.

DocumentReturnService – document management

The Service Provider gets the Addressee to sign off on the special shipping documentation accompanying the Consignment and has it returned to the Addressee. The rules on compensation for damages set out in sections 12 and 13 do not apply to this service.

CashService and BankCardService – cash on delivery (COD)

Cash on delivery (COD) is an additional service that can be requested alongside the basic service, where the Service Provider delivers (hands over) the Consignment after collecting the amount specified by the Sender in cash or by card (BankCardService), and the amount collected is then forwarded to the Sender on behalf of the Addressee in the context of a payment service as defined in Section 6(1) of the Credit Institutions Act ("Hpt.").

The maximum amount of cash on delivery (COD) that may be collected and the method of payment is as follows:

Amount of COD	Cash payment	Payment card	by
up to 1,000,000 HUF	yes	yes	

above HUF not possible yes
 1,000,000
 HUF 2,000,000

The maximum amount of COD is HUF 2,000,000 (two million forints) per Consignment, with the proviso that in the case of Consolidated Consignments, the maximum amount of the COD per complete Consignment unit may likewise not exceed HUF 2,000,000 (two million forints).

up to HUF 1,000,000 – unless the Client stipulates otherwise, the Addressee may choose to pay the amount of the COD in cash or by card. Sender does not need to separately request the payment of the COD by card; this is automatically assured to the Sender by the Service Provider for each Consignment when the **CashService** is ordered.

The Service Provider reserves the right to pass on the additional costs resulting from the transaction tax and to apply the rounding rules under Act III of 2008.

Cash on delivery is automatically settled and transferred at least twice a week to the bank account specified in the Service Contract, or, if no such bank account is specified therein, to the bank account indicated on the Client's company registration certificate, and the fee for the cash on delivery service includes the cost of bank transfer within the given country. The fee for the service will be charged even in the event of an unsuccessful attempt to hand over the Consignment.

Pick&ShipService – pick-up and ship

At the Client's request, the Service Provider will pick up the parcel at the domestic address specified by the Client and deliver it to the specified address in Hungary. Orders received by 10 p.m. on working days are fulfilled on the following working day. The performance deadline for instructions registered after 10 p.m. shall be extended by 1 (one) working day.

Pick&ReturnService – pick-up and return

Service Provider, on the instruction of the Sender, picks up the parcel on the specified working day and at the specified location and delivers it to the Client in Hungary. In the event of an unsuccessful pick-up, the Service Provider will make a second attempt within five (5) working days, and if the pick-up of the Consignment is unsuccessful again, the order will be cancelled. In the case of pick-ups in Hungary, instructions received by 10 p.m. on working days will be fulfilled on the following working day. The performance deadline for instructions registered after 10 p.m. shall be extended by 1 (one) working day.

5. RULES RELATING TO GOODS; PACKAGING, ADDRESSING AND LABELLING OF CONSIGNMENTS

5.1. GENERAL RULES

A Consignment delivered by the Client to the Service Provider complies with the provisions of these General Business Conditions if

- the Goods are not products that are excluded from the service and
- the packaging and addressing of the Consignment are in accordance with these General Business Conditions and
- the Client has provided the parameters and information, as specified by the Service Provider, for the Goods and the Consignment.

Client (Sender) must

- a) pack the Goods in accordance with these General Business Conditions and the instructions of the Service Provider, and
- b) address the Consignment correctly and in accordance with reality using the – fully completed – parcel labels provided by the Service Provider for this purpose, and furnish it with the requisite documents, and
- c) provide the Service Provider with the parameters for the Goods and the Consignment at the time ordering.

5.2. PACKAGING

Careful and proficient packaging of Goods ensures that the dispatched Consignment is suitable for loading and for efficient forwarding by road, and that the Goods will therefore be delivered to the specified address intact. The Service Provider only assumes liability for items that are properly packaged and addressed, thus especially liability for damages.

In the Individual Service Contract, the Parties may stipulate additional rules on packaging in addition to those specified in these General Business Conditions and may expressly agree on rules that are different from those set out herein.

5.2.1. General rules

The Consignments are handled with industrial technology, and therefore Consignments that cannot be handled with the type of industrial technology typically used in road-freight transport may not be dispatched. In all cases, the packaging must ensure that the quality and integrity of the contents are preserved and that the contents cannot be accessed without damaging the packaging.

The packaging must also ensure that the contents of the parcel remain intact during transport and do not cause damage to the life, health or physical integrity of natural persons or other objects or parcels.

The packaging must be strong enough to preserve the integrity of the Consignment in the event of contact with other parcels and to withstand the physical effects of industrial technology and dynamic stresses (e.g. drops, powerful impacts).

5.2.2. Special rules pertaining to packaging / the packaging of multiple Consignments

For packaging, besides the conditions mentioned in the general rules, the following requirements must be met:

- a) Only fully sealed parcels may be dispatched.
- b) In all cases, appropriate packaging shall mean a combination of outer and inner packaging, where the outer packaging is a 5-ply carton or equivalent-sized packaging material.
- c) Boxes should be used optimally, with the appropriate size and quality of packaging material and the internal filling of the entire space in order to protect the Goods. When the Goods, or multiple Goods, are placed in a box, the products must be packed in such a way that they do not move inside the parcel, and they do not touch or come into direct contact with the walls of the box. In the case of multiple products, care must be taken to ensure that adequate dividers and space-fillers are placed inside the parcel to prevent damage.
- d) Boxes of different sizes should be packed separately and each should be individually labelled. Boxes of

different sizes must not be strapped, wrapped or otherwise fastened together.

- e) In the case of boxes of the same size, two boxes of the same size can be sent wrapped together with one parcel label.
- f) In the case of Goods in bags or sacks, each bag must be individually labelled or, provided the maximum weight limit is not exceeded, several bags, wrapped together, must be labelled with a single label. It is prohibited to ship bagged Goods on pallets.
- g) In the case of long, cylindrical packaging, only Goods placed in a square, long box or cylinder may be considered suitable packaging.
- h) In the case of products packaged in foil (e.g. mattresses, carpets), the packaging is acceptable if the Goods are wrapped in foil with a thickness of at least 100 microns.
- i) Parcels with long, sharp protrusions are not suitable for shipment.
- j) The packaging of bicycles, scooters and other means of transport (including electric bicycles and scooters) is only appropriate if the complete product is packed in a regular rectangular box.
- k) Products packed on a pallet or on a mini pallet may be dispatched if the pallet is the same size as the product and the mini pallet has protruding legs or edges. Efforts should be made to include a handle on any wooden boxes to facilitate easy handling. Products placed on a one-way pallet or EUR pallet may not be dispatched.
- l) In the case of glass or Fragile Goods and products less resistant to dynamic stress (e.g. granite, porcelain, glass, castings, mirrors), the product must be wrapped with Styrofoam or other lining or filling material, and only 5-ply cardboard boxes are acceptable as outer packaging. Glass bottles and flasks placed in parcels must be protected from each other and from the blow and above by a protective layer, and suitable partitioning and filling materials must be used. Writing the word "Fragile" on the box warns people to be careful, but does not protect the Goods!
- m) In the case of flat-pack furniture, the Goods must be enclosed internally with Styrofoam, so that the internal packaging protects the Goods from above and below, and the Goods must be provided with appropriate corner and edge protection. Boxes containing fragile items must be specifically marked as such.
- n) Packaging of the product in buckets, jerry cans, or plastic or metal drums is acceptable if the bucket, jerry can or drum is individually labelled, and these must also be sealed so that the contents cannot spill out of them if they are laid on their side.
- o) Tyres may be transported if they are shrink-wrapped. A maximum of 4 tyres may form a unit, subject to the size and weight limits for packaging as set out in these General Business Conditions. Tyres should be wrapped and secured together in such a way as to ensure that the tyres are held together during transport and loading and that the package label is appropriately positioned.
- p) The leakage of fluids in the Consignment must be prevented with a hermetically sealed cover.

5.3. RULES REGARDING ADDRESSING

Addressing of Consignments means, firstly, the correct filling-out of the parcel label and, secondly, the correct placement of the parcel label in accordance with these General Business Conditions.

A Consignment is properly addressed if it contains the following information fully and accurately:

Addressee field:

- name of Addressee
- postal code, town or city
- street and house number, and if relevant, staircase, building, floor and door number
- Addressee's (mobile) phone number

Sender:

- name of Sender
- postal code, town or city
- street, house number, floor and door number
- phone number of Sender (may be provided for the purpose of requesting assistance in the event of any obstacle to delivery)

Consignment/Goods field:

- Name (description) of Goods
- Weight of the Consignment

In the case of a Consolidated Consignment, the consolidation of the Consignment must be requested at the time of ordering, and the number of separately packaged Consignments that the Consolidated Consignment consists of must be indicated on the label.

5.3.1. Liability for incorrect addressing

If the Sender addresses the Consignment incorrectly, i.e. not fully and/or accurately as per the provisions of section 5 of these General Business Conditions, the Sender shall be liable for all damages and additional costs caused by the incorrectness of such addressing, whether caused to the Addressee, the Service Provider or any other third party.

GLS Hungary shall not be liable for damages resulting from errors of completion (e.g. the addressing is not adequate, or is not clear, and therefore the Consignment cannot be delivered), or for the placement of the parcel label on the wrong Consignment and for any damage, delay or loss of the Consignment resulting therefrom. When addressing the Consignment, the Addressee's details must be provided fully and accurately, and must include all the data requested.

It is the Client's responsibility to ensure that the Consignment to be delivered is labelled with one parcel label, completed in full and in accordance with these GBCs and in line with the instructions of the Service Provider. The Service Provider shall not be liable for any damages resulting from the delivery of Consignments dispatched with two or more parcel labels on them.

5.3.2. Entering the parameters for the Consignment and the Goods

Client shall be responsible for providing the Service Provider with accurate information regarding the characteristics and parameters of the Consignment/Goods. In the event of a breach of this obligation, the Client shall be liable for all damages and fines, as well as for all legal consequences caused to the Service Provider, the contractors used by the Service Provider and to third parties by the inaccurate information.

5.3.3. Label printing from GLS Customer System

Service Provider shall provide the Client with the parcel label or the parcel number range and the use of the GLS Customer System for ordering the delivery of the Consignment and for label printing.

When using the GLS Customer System, the Client is obliged to keep the user IDs and passwords provided to him/her confidential and is not entitled to disclose the user IDs to any third party or unauthorised persons. In the event of a breach of this obligation, the Client shall be liable for the damage caused and shall bear all legal consequences in connection therewith.

5.3.4. Label printing using myGLSAPI

Client may also print a label in accordance with the instructions provided by the Service Provider (myGLSAPI).

If the Client shall implement developments in its own systems (including the Client's use of the MyGLS API) in accordance with the instructions published by the Service Provider, and thus it shall ensure that such developments comply with the liability declaration published in advance on the <http://glsconnect.hu/felelossegi.html> website. If it breaches this obligation, the Client may be subject to the legal consequences set out above.

5.3.5. Liability for the data made available to the Service Provider and for their being up to date

The **Client** shall inform **Service Provider** immediately in writing of any change or modification of data or any change in circumstances affecting the performance of the contract. Such circumstances include, but are not limited to the following:

- any change in the details of the Client (Sender), in particular name, billing address, pick-up address, registered office,
- change of Client's bank account number, opening of a new bank account,
- a change in the person entitled to sign and act on behalf of the company,
- in the case of a foreign company, a change in the Hungarian permanent establishment or tax number,
- a change in the company form,
- any other change affecting the payment of fees or billing not detailed above
- any change affecting the Pick-up Address or the pick-up process itself.

The **Client** assumes full liability for ensuring that the data provided by it to **GLS Hungary** does not breach the rights and lawful interests of either the Client or the third parties concerned (especially the Addressee). When sending this data, the **Client** represents that it possesses the necessary authorisation with respect to both the data itself, and its processing (especially with regard to the processing of the Addressee's telephone numbers and email address, in the manner and to the extent necessary for providing the service). **GLS Hungary** excludes any liability on its part in respect of the accuracy and correctness of the data provided to it by the Client. **GLS Hungary** is only responsible for the processing of data within the scope of its own activities, in particular for the processing of data and complaints in connection with the provision of the service specified in these GBCs.

6. WEIGHT AND SIZE LIMITS OF CONSIGNMENTS

6.1. WEIGHT LIMIT OF THE CONSIGNMENT

Consignments must not weigh more than 80 kg each.

In the case of Consolidated Consignments, the above weight limit applies separately to each of the packaged Consignments separately.

6.2. SIZE LIMITS OF THE CONSIGNMENT

The size limits of a Consignment are the sum of the length, width and height of the Consignment, which is not to exceed three (3) metres, with the maximum length being 2.5 metres.

6.3. CONSEQUENCES OF SENDING OVERSIZED OR OVERWEIGHT CONSIGNMENTS

Oversized Consignments are those that exceed the size limit specified in the above paragraph. An overweight Consignment is one that weighs more than 80 kg.

The Service Provider is entitled to refuse to ship overweight or oversized Consignments. In such a case, the Service Provider shall be entitled to refuse to accept these Consignments or, if this fact comes to its knowledge after pick-up, to refuse to continue the service. In such case, the Sender shall be responsible for arranging for the removal of the Consignment. Parties may agree in writing that the Service Provider will return the Consignment to the Sender on the basis of a one-off quote.

It is the responsibility of the Service Provider to prove that the Consignment is overweight or oversized. Parties shall accept as proof of an overweight Consignment the weight of the Consignment as weighed on the Service Provider's certified balance. If the overweight or oversize is discovered by the Service Provider during an authority inspection, the Service Provider shall be entitled to determine the overweight or oversize of the Consignment on the basis of the decision or report or other document drawn up during the authority inspection and to enforce the legal consequences of such against the Client. The additional costs resulting from this procedure are subject to the rules set out in section 2.4.1. The fact that the overweight or oversize was the fault of the Client must be proven by the Service Provider.

7. TYPES OF GOODS/CONSIGNMENTS EXCLUDED FROM THE SERVICE

7.1. TYPES OF GOODS EXCLUDED FROM THE SERVICE

7.1.1. General rules

Excluded from the Service are all Consignments and Goods the carriage of which by road is prohibited by law, or that are prohibited by the applicable laws (including any United Nations resolutions and measures) or that are subject to any trade or economic restrictions or embargoes.

Service Provider reserves the right to refuse or stop the shipment of any Consignments/Goods that are classed as prohibited articles by the law or that may cause damage to any other packaging, or that run counter to these General Business Conditions or endanger the physical safety of its employees.

The following items are excluded from carriage:

- Goods packed inadequately and/or not in the standard forms of packaging customary in trade,

- official documents, medical prescriptions, Consignments containing personal identification documents, vouchers;
- substances that are clearly harmful or dangerous to human life, health, bodily integrity or the human environment;
- overweight Consignments (i.e. more than 80 kg) or oversized Consignments;
- parcels placed on an EUR or equivalent-sized one-way pallet;
- perishable, infectious or repugnant Goods;
- human remains or ashes;
- live animals;
- particularly valuable Goods, such as cash, precious metals, documents of monetary value, drawn lottery tickets and similar items, genuine pearls, precious stones, or jewellery and precious-metal-plated jewellery,
- works of art, objects of sentimental value, numismatic objects;
- temperature-sensitive Goods, medicines
- ammunition, firearms, explosives and the like, including compressed air or carbon dioxide weapons, real weapons and imitations thereof, and parts thereof;
- narcotics and psychotropic substances,
- dry ice, radioactive materials,
- flammable or fire-hazardous materials,
- products labelled as harmful to humans,
- products labelled as biologically hazardous,
- products with a label on them warning of an asbestos hazard,
- Consignments addressed to the Addressee's PO box or land-registry title number,
- foodstuffs and products containing spirits and alcohol, tobacco or other excise Goods subject to excise duty;
- Consignments marked with inscriptions or pictures that are racially offensive, obscene or violate public or private rights,
- corrosive substances (labels 8-9);
- non-flammable, non-toxic gases (label 2.2), bottles, pressurised containers, even if empty;
- acid batteries,
- dangerous Goods as per the ADR (Agreement concerning the International Carriage of Dangerous Goods by Road), even in excepted or limited quantities;
- doors and windows;
- export Consignments;
- Goods covered by the EKÁER decree;
- products classified as waste, including in particular electrical and electronic equipment that has become waste according to Govt. Decree 197/2014 (VIII.01.); and the Service Provider shall not ship from the Addressee's premises any used product that is subject to the manufacturer's or distributor's obligation to take back, accept, collect and handle pursuant to Government Decree 197/2014 (VIII.01.), and which may only be shipped with a legally defined document accompanying the Goods;
- large domestic appliances include large refrigerating equipment, refrigerators, freezers, other large appliances for the cooling, preserving and storing of food, washing machines, clothes dryers, dishwashers, cookers and ovens, electric ovens, electric hobs, microwave ovens, other large appliances for cooking and food processing.

7.2. CONSEQUENCES OF DISPATCHING EXCLUDED GOODS/CONSIGNMENTS

It is the responsibility of the Client or the Sender to ensure that the Consignments/Goods comply with the law and these General Business Conditions. Client shall also ensure that the dispatch of the Goods/Consignment dispatched by him/her complies with the applicable legislation, and thus the Client shall provide the Consignment/Goods with appropriate accompanying documents (if required by law) and shall also provide the documentation related to the transport of the Consignment/Goods.

If the Consignment/Goods is or are excluded from shipment, and this can be clearly established at the time of pick-up of the Consignment/Goods, the Service Provider shall refuse to perform the service or, if it becomes aware of this fact later, to continue the service. The Service Provider shall be entitled, but not obliged, to verify that the Goods are not among the excluded Goods referred to in this section, based on the information provided by the Client. The Service Provider shall not be obliged to verify the accuracy of the data provided by the Client, but shall be entitled to refuse to perform or to continue to perform the contract until this is clarified, if there is reasonable doubt as to the accuracy of the data provided (including the name of the Goods or the specific characteristics thereof).

The additional costs incurred due to the returning of the parcels to the Sender or any other place, and due to any measures taken by the authorities, shall be borne by the Client (Sender). In such case, the Service Provider shall not be liable for non-performance of the Service Contract.

If the Sender has already paid the service fee, and it is discovered after the payment and after the Service Provider's performance has begun that the Consignment is excluded from shipment, the Service Provider is not obliged to refund the fee already paid.

8. PICK-UP OF THE CONSIGNMENTS

Consignments are picked up (collected) by the Service Provider by one of the following pick-up methods set out in this section:

- the Service Provider picks up the Consignment at the address specified by the Sender;
- The Service Provider picks up the Consignment in the context of closed-system loading;
- the Client transports the Consignment to the Depot.

8.1. PICK-UP OF CONSIGNMENTS AT THE ADDRESS BY THE COURIERS

The contractor used by the Service Provider picks up the Consignments at the Hungarian address specified by the Client.

The pick-up address must meet the following requirements:

- the pick-up address must be accessible on a public road by truck;
- parking for the truck is assured continuously within a maximum of 50 metres from the precise place of pick-up of the Consignment until the Consignment is loaded;
- the pick-up address can be accessed safely (assuring the security of persons as well as property);
- the Consignments can be safely moved by two people.

In each case, two couriers will pick up the Consignments as follows:

- The couriers will arrive at the pick-up address at the predetermined pick-up time.

- The courier will then be given two copies of the Dispatch List from the Sender.
- Unless otherwise agreed by the Parties, the Service Provider shall load the Consignments into the Vehicle.
- Prior to loading the Consignments, Parties shall match the actual Consignments picked up with the items on the Dispatch List. In addition, the courier will check whether the Consignments are in an intact condition and are properly packaged before and after loading the Consignment on the truck.
- The courier will record the pick-up of the Consignment in the scanner.
- The Service Provider will refuse to accept any Consignments that are unsuitable for shipment, inadequately packaged or without packaging, and this shall not constitute a breach of contract on its part.
- In the event that the Consignment is not accepted by the Service Provider for any reason, the Parties shall record this fact in the Dispatch List.
- If there is a discrepancy between the Dispatch List and the actual parcels packed, the Parties shall correct or alter the Dispatch List accordingly.
- If the data on the Dispatch List and the actual number of Consignments packed match (number of items and number of parcels), the courier signs both copies of the Dispatch List, one of which he takes with him and one of which he leaves with the Sender.
The signed Dispatch List also serves as a consignment note.

In the case of a Pick&Ship order, the courier will also receive a pre-prepared Pick-up List in addition to the parcel label. With the label and the Pick-up List, he will pick up the parcel(s) from the address specified. In the event of a successful pick-up, the courier will leave the first of the two copies of the Dispatch List, signed, with the Sender and the second copy will be given to the Service Provider.

The Dispatch List accompanies the collected parcels as a consignment note, the contents of which are:

- Sender
- Addressee
- Number of items
- Parcel number
- Goods description
- Size
- The weight of the Consignment per packaging unit (and if there are multiple parcels, the weights must be specified for each parcel individually)
- Total weight
- Services
- Mode of packaging
- Carrier's comments
- Contracted carrier
- Freight forwarder

8.2. CLOSED-SYSTEM LOADING

In the case of closed-system loading, the Client loads the parcels recorded in the system into a container provided by the Service Provider. Loading into the container is carried out by the Client. After loading into the container, the Client is obliged to seal and lock the container. The container thus sealed will be picked up by the Service Provider's contractor at the Client's site. If the container has not been closed and sealed by the Client, the Service Provider may refuse to accept it until this has been done.

When the container is picked up, the Service Provider does not scan the Consignments in the container, but the courier signs two copies of the Dispatch List issued by the Client, one of

which is left with the Client, and the other copy accompanies the shipment as a consignment note to the depot. The fact that a closed-system loading procedure is being used must be indicated on the Dispatch List.

Scanning of the Consignments is done upon arrival at the Depot or the GLS XXL Hub.

If, upon arrival at the Depot or the GLS XXL Hub, the Service Provider establishes that the seal is missing or damaged on the container, the Service Provider shall inform the Client of this.

8.3. TRANSPORT TO THE DEPOT BY THE CLIENT

In the case of this pick-up method, the transport to the Depot is carried out by the Client with his own vehicle, after having recorded the parcels to be dispatched in the system. The transport must be accompanied by the Client's Dispatch List printed from the system.

The above rules also apply to deliveries to the GLS XXL Hub.

9. DELIVERY

9.1. GENERAL RULES

9.1.1. Requirements related to delivery address

Delivery of the Consignments shall be made to the Addressee at the address in Hungary specified by the Sender, unless otherwise provided by law or agreed by the Parties.

The address of the Consignment is the address that the Sender has accurately and fully indicated on the Consignment, its packaging or the accompanying parcel label in accordance with these GBCs. If the Sender does not specify the address accurately (e.g. the floor or door number is missing), he shall be responsible for any resulting damage and for the fact that the Service Provider is unable to deliver the Consignment for this reason.

The Addressee is responsible for ensuring safe access to the delivery address, including to the final place of destination within the delivery address, as well as for the acceptance of the Consignments at the address at the time of delivery. Service Provider shall attempt to deliver the Consignments (to include a second attempt, should the first attempt prove unsuccessful) between 8 a.m. and 5 p.m. on working days. Deliveries outside of these times are subject to the express consent of the Service Provider.

The delivery address and the final place of destination shall be safely accessible if

- the delivery address can be accessed on a public road by truck;
- parking for the truck is assured continuously within a maximum of 50 metres from the delivery address until the Consignment is unloaded and delivered and the couriers have returned to their truck;
- the Consignments can be safely moved by two people (including in the final place of destination);
- the life, safety and health of the couriers is not at risk.

If the Addressee fails to comply with the above obligation, and if personal delivery would endanger the physical safety of the person making the delivery or the safety of property, the Service Provider may leave the Consignment in front of the delivery Addressee or, if the final place of destination does not meet the above criteria, it may drop it anywhere at the delivery address in the presence of the Addressee, or it shall return it

to the Depot, while informing the Addressee of this latter. The driver may not be kept waiting for more than 10 minutes during delivery, and delivery may be aborted if the driver is kept waiting for longer.

9.1.2. *The delivery procedure*

On the day of delivery of the Consignments, the courier will attempt to call the Addressee (telephone pre-notification) and arrange for the Consignment to be delivered on that day. If delivery on that day is not convenient for the Addressee, the courier will not ship the Consignment to the Addressee on that day. If the courier cannot reach the Addressee, the Service Provider will attempt to deliver the Consignment on the same day.

The Consignments will be shipped by the Service Provider up to the final place of destination (i.e. not just to the door) at the address, as specified by the Addressee.

The Service Provider has the right to refuse to ship the Consignment to the final place of destination if the Consignment cannot be safely carried within the address (e.g. because it is too big to fit), and if the final place of destination does not meet the above requirements applicable to the delivery address.

The Addressee has the right to open the Consignment at the time of acceptance and to inspect it for damage. Parties shall record any damage and, if necessary, the courier shall take photographs of the damage.

If the Consignment is undamaged, the Addressee will accept it by signing the delivery certificate in the scanner. An electronic document (POD) containing an image of the signature captured by a signature-capture device shall be conclusive evidence that the Consignment was received intact by the authorised recipient, unless proven otherwise.

If the Addressee has received the Consignment undamaged as described above, he/she may not later claim that the Consignment was damaged. However, given that the Service Provider provides the opportunity for him/her to check the contents of the Consignment and thus the acceptance/damage-free status of the Goods, the fact that the contents of the Consignment were not checked at the time of receipt and that, therefore, the damage, injury to or loss of the Consignment/Goods only became known to him/her after receipt, shall be at the expense of the Addressee.

Service Provider shall only deliver to persons who cannot write or are prevented from writing in the presence of an adult witness. The witness must sign his/her name on the PoD document.

9.1.3. *Procedure in the event of the undeliverability of a Consignment*

The Consignment is undeliverable to the Addressee for reasons beyond the control of the Service Provider if

- a) the Consignment is not properly addressed or the address does not exist, or if the delivery address is not suitable for identification or is not clear,
- b) the Addressee is not known at the address
- c) the Addressee or other authorised recipient was not at the address on the delivery date,
- d) the Addressee refused to take receipt,
- e) the Addressee has moved from that address,
- f) a natural person Addressee is deceased or in the case of an organisation, is defunct.

If the Service Provider was unable to deliver the Consignment because the Addressee or other authorised recipient was not at the address on the day of delivery, the Service Provider will attempt to deliver the Consignment once more without charging an extra fee. The new time of delivery will be agreed on by the Service Provider with the Addressee, or in the absence of an Addressee, the Sender.

In the case described in 9.1.3 a), b) and e), the Service Provider shall notify the Sender and consult with the Sender to clarify the address for the Consignment or the identity of the Addressee.

If, despite the above measures, the Service Provider was unable to deliver the Consignment for any reason beyond its control, or if the Addressee refused to accept the Consignment, the Service Provider will deliver the Consignment to the Depot or the GLS XXL Hub and will notify the Sender of this. The Sender is responsible for the removal of the Consignment. The Sender shall bear the costs of returning or storing the Consignment due to unsuccessful delivery, the amount of which, unless otherwise agreed by the Parties, shall be equal to the GLS XXL Service fee, which the Service Provider shall be entitled to claim from the Sender.

9.2. DELIVERY TO A NATURAL PERSON AT THE ADDRESS

9.2.1. *Persons entitled to receive Consignments*

The Consignment shall be delivered to the Addressee or, if not excluded by the relevant additional service or by the contract between the Client (Sender) and the Service Provider, to the other authorised recipient instead of and on behalf of the Addressee. The legal effect of declarations made by the other authorised recipient (including in particular the signing of the PoD) shall be equivalent to that of declarations made by the Addressee.

The term "other authorised recipient" shall mean the following persons:

- the occasional recipient, and
- the proxy.

Service Provider does not undertake to deliver to detainees in penal institutions.

9.2.2. *Occasional recipient*

An occasional recipient is a person 14 years of age or older at the address indicated in the label for the Consignment who may, according to the circumstances, be assumed to be entitled to receive the Consignment.

9.2.3. *Authorisation*

The (letter of) authorisation to accept the Consignment must be given in writing to the person who will be receiving the Consignment. The authorisation may be an one-off or a general authorisation.

- a) The Service Provider will accept the letter of authorisation in the following cases: the authorisation is given by the Addressee to the person receiving the delivery in a public (notarised) document or a private document of full probative force;
- b) in the case of a one-off authorisation, it should include the parcel number and the delivery address;

- c) it should include the Sender's and Addressee's identification data, which enables the Service Provider to identify these persons.

If the authorisation does not meet the above requirements and if the Service Provider has a reasonable doubt as to the authority of the person receiving the delivery, the Service Provider is entitled to refuse delivery, which shall be deemed to be the first unsuccessful delivery and the rules set out in section 9.1.3 shall apply.

9.3. DELIVERY TO A JURIDICAL PERSON/ORGANISATION

A Consignment shall be deemed a Consignment addressed to a juridical person or other organisation even if the address section includes, besides the name or address of the organisation, the name of a natural person.

A Consignment received at an organisation's address may be delivered by hand-delivery if the organisation makes arrangements for the representative to be reachable at the property used by the organisation as an address. The representative of the organisation shall be deemed to be authorised to accept the Consignments received by the organisation.

Such persons include the following persons, even without a letter of authorisation:

- a) the head of the organisation, and, without a letter of authorisation, the agent for service of process, the administrator for service of process, the liquidator and the administrator;
- b) an employee or member employed by the organisation when the delivery is made on the premises of the organisation or other premises open to customer traffic,
- c) if the organisation operates a mailing room, the natural person employed there,
- d) if the organisation operates a reception, the natural person employed there,
- e) an employee of the organisation who is not classed as a representative as per the foregoing but whom the Service Provider regards, as an occasional recipient, to be the person entitled to receive the Consignments.

In respect of Consignments addressed to the name of an organisation, the proxy may also be deemed to be the person entitled to receive such items. The rules pertaining to authorisations are the same as those set out in section 9.2.3.

10. SERVICE FEE AND PAYMENT THEREOF

10.1. SERVICE FEE

Client/Sender is obliged to pay the fees stipulated in the contract concluded with the Service Provider in due time. The service fees are set out in the Individual Service Contract.

Client/Sender is responsible for the correctness and accuracy of the information provided by it. In the case of service fees where the amount of the service fee depends on the information provided by the Client/Sender and it is later found that the Sender/Client provided inaccurate or untrue information, the Service Provider is entitled to determine the service fee based on the actual data and to invoice the Sender/Client for the amount or the difference.

Service Provider shall be entitled to open and inspect the Consignment at any time without prior notice to the Sender/Client, in accordance with the law or if required to do so by the relevant authorities. If the authority orders the Service Provider or the contractor used by the Service Provider to reimburse any costs or fines, the Service Provider or the contractor shall pay the latter to the authority, which it shall be entitled to charge on to the Client/Sender, provided that the imposition of the fine is due to a breach of these terms and conditions by the Client/Sender.

After the Consignment has been picked up, Service Provider registers the Consignment item by item (APL scanning), and thus the service fees are charged after this registration. In the event of the undeliverability of the Consignment, and in all cases where the delivery of the Consignment has failed for reasons that are no fault of the Service Provider (e.g. inadequate packaging, dispatch of excluded Goods), the service fee (including the fee for any additional services ordered) will be charged.

In the case of a Consolidated Consignment, the Basic Service (GLS XXL Service) will be charged separately for each parcel (for each parcel number). The fee for additional services ordered by the Client for a Consolidated Consignment will be charged for the Consolidated Consignment as a unit (i.e. as one Consignment).

10.2. BILLING, PAYMENT OF SERVICE FEES

In all cases, unless otherwise agreed by the Parties, the invoice for the service will be issued subsequently to delivery of the service, in the frequency specified in the Individual Service Contract.

The deadline for payment of the invoice shall be governed by the Individual Service Contract between the Parties, and in the absence of such stipulation therein, the payment deadline shall be 7 (seven) days from the date of issue of the invoice. The annex to the invoice shall contain a breakdown by parcel number. If the Service Provider weighs the Consignment, and determines that there is a discrepancy between the weight indicated by the Sender and the weight indicated by the Service Provider, and this discrepancy affects the amount of the fee payable by the Service Provider, the weight measured by the Service Provider and the fee calculated on the basis of this weight shall be attached to the invoice.

The Client (Sender) can pay the invoice in the following ways:

- a) by bank transfer, by the deadline indicated on the invoice or
- b) by offsetting as set out in the Service Contract or the Permanent Compensation Agreement, or in the absence of such, in these GBCs.

Client may submit objections related to the invoice up until the payment deadline.

Parties agree that when the Individual Contract provides for payment within 24 hours, the invoice shall be settled on the basis of the Permanent Compensation Agreement, which shall be concluded separately and shall constitute part of the contract. In such case, Client (Sender) may raise an objection within 7 (seven) days from the date of the invoice.

10.3. LATE PAYMENT, NON-FULFILMENT OF PAYMENT OBLIGATION

Parties expressly agree that, for the purposes of section 10.3, the postal Service Contract between the Client and the Service Provider for the provision of postal services ("Postal Service Contract") shall also be deemed a contract. That is, if the Client is in default of payment of the service fees under either the Postal Service Contract or the Service Contract, the Service Provider shall be entitled to apply the legal consequences set out in this section to each contractual arrangement. Service Provider is obliged to observe the principle of gradualness in this regard, i.e. in the event of Client's delay in payment under any contractual arrangement, to firstly apply invoice offsetting, and, should this prove ineffective, to then suspend the service (including both the postal and the GLS XXL Service) and to enforce its statutory lien. Before suspending the service, the Service Provider shall in all cases notify the Client of the outstanding debt and request payment of the debt by setting a reasonable deadline.

10.3.1. Invoice compensation (offsetting)

Parties are entitled to agree separately ("Permanent Compensation Agreement") at the time of the conclusion of the contract or during the term of the contract that the Service Provider shall offset the service fee indicated in the Client's (Sender's) latest invoice payable to the Service Provider against the amount of the cash on delivery payable to the Client. Pursuant to this agreement, the Service Provider is entitled to effect such offsetting without notifying the Client (Sender) in advance, with the proviso that it shall inform the Client (Sender) of the offsetting and of the amount offset (i.e. of the service fee owed and of the net COD amount collected) after the offsetting.

If the Parties have not entered into a Permanent Compensation Agreement, then in the event of late payment of more than 15 days on the part of the Client, the Service Provider shall, in view of the Client's breach of contract, be entitled to offset its overdue receivables against the Client's claims (including the amount of the cash on delivery payable to Client).

If the Client fails to meet its payment obligations when due twice in a given calendar year, the Service Provider shall be entitled, due to the Client's repeated breach of contract, and even if no Permanent Compensation Agreement has been concluded between them, to offset the service fee indicated in the Client's (Sender's) latest invoice payable to the Service Provider against the amount of the cash on delivery payable to the Client. Parties agree that the Service Provider shall be continuously entitled to this starting from the occurrence of the repeated breach of contract by the Client throughout the duration of the contract, unless otherwise agreed by the Parties.

10.3.2. Service Provider's statutory lien and suspension of the Service

If the Client (Sender) fails to pay the invoice by the due date and the provisions of the previous section are not applicable or their application is ineffective (because the Client's debt is higher than the amount of the cash on delivery payable to the Client) or it is reasonably assumed that the Client (Sender) will not meet its service fee payment obligation or will repeatedly and regularly meet its obligation with a delay, the Service Provider shall be entitled to

- a) exercise a right of retention and lien in respect of the items in its possession and
- b) and to suspend further provision of the service.

The lien or right of retention shall extend to other items originating from any contractual arrangement existing between the Parties, if the Client's financial position jeopardises the satisfaction of the Service Provider's claim or the Client persistently fails to settle its debt to the Service Provider under any contractual arrangement, i.e. does not do so within 15 days of the invoice due date at the latest.

If the Client fails to pay the outstanding debt within three (3) months after the suspension of the service, the Service Provider shall destroy the Consignment to which the lien applies.

In the case of a suspended service, the service shall be reinstated when the Client pays the full amount of the debt, including interest for late payment and recovery costs. The total debt shall be regarded to have been settled when the full amount as specified above has been credited on the Service Provider's bank account. Within 3 working days of the day the crediting, Service Provider shall lift the suspension on the service and commence the delivery of any Consignments that have been stored at the Service Provider during the suspension of the service. The Service Provider shall deliver the laid-by Consignments to the Addressees or, if so instructed by the Client (Sender), to the Client (Sender). If

- a) the contract concluded with the Client was terminated during the suspension of the service or before starting the delivery of the laid-by Consignments, or
- b) in view of the circumstances, the Consignments cannot be delivered to the Addressees because the Client (Sender) is banned from or hindered in the pursuance of economic activity, including but not limited to the suspension of the Client's tax number, the initiation of liquidation or compulsory strike-off proceedings or the ordering of bankruptcy proceedings against the Client, or
- c) based on the circumstances it may be rendered probable that the Client (Sender) will not discharge its service fee payment obligation in the future either, the Service Provider shall return the Consignments, at its discretion, to the Client (Sender).

In the case of suspension of service, the Service Provider may not be accused of a breach of contract or of delayed performance in respect of Consignments picked up by the Service Provider but not delivered due to the suspension of the service.

10.3.3. Default interest, flat-rate recovery costs, enforcement of costs incurred

In the event of late payment, the Service Provider shall, from the first day of default, charge default interest on the basis of Section 6:48 and Section 6:155 of the Civil Code, and a flat collection fee of EUR 40 determined in Act IX of 2016.

The Service Provider is entitled to claim reimbursement of its legal and other costs incurred in connection with the collection of the receivable, as well as a storage fee.

10.3.4. Receivables management

The Parties agree that, following expiry of the payment deadline, if the measures set out above are unsuccessful or likely to be unsuccessful or fulfilment by the Client (Sender) is unlikely, the Service Provider is entitled to engage a third-party receivables management company to manage its outstanding receivable from the Client.

In this case, the Service Provider, for the purpose of the management of its receivable from the Client, is entitled to provide such data as is necessary for achieving said purpose – if the Client is a natural person, then the personal details

necessary for achieving said purpose – to the third-party receivables management company. The detailed rules related to this are set out in the Service Provider's Privacy Policy for the GLS XXL service and its relevant annex.

10.3.5. *Liability of Client in case of multiple contracts*

The Client may decide to which contracts (Role ID) and to which bank account number the Service Provider shall transfer the amount of the cash on delivery or a certain part of it. The Client expressly agrees that the Service Provider may exercise the rights and enforce the provisions set out in Sections 10.3.1, 10.3.2, 10.3.3 and 10.3.4 in respect of the Client's outstanding debt to the Service Provider up to the amount of such debt, also in respect of the individual cash on delivery to be transferred separately for each contract (Role ID). The Client shall inform his relevant Contractual Partners of this fact. The Client shall be liable to the Service Provider for any damage, claims or fines resulting from failure to provide such information.

11. CONTRACT AMENDMENT

11.1. GENERAL RULES

Parties may amend the Service Contract between them at any time by mutual agreement.

Service Provider is entitled to unilaterally amend the Service Contract in the cases and subject to the conditions set out in section 11.2.

Notification of changes in the Client's details in accordance with these GBCs shall not constitute an amendment to the contract.

11.2. UNILATERAL AMENDMENT OF THE CONTRACT BY THE SERVICE PROVIDER

11.2.1. *Unilateral amendment of the Service Fee by the Service Provider*

Unless otherwise provided for in the Individual Service Contract, the Service Provider is entitled to unilaterally modify the prices according to the terms and conditions specified therein.

The Service Provider shall be entitled to unilaterally modify the prices or other terms and conditions specified in the Individual Contract in the event that this is justified by a change in legislation or a decision of an authority, or if a material circumstance occurs that was unforeseeable at the time of the conclusion of the contract. Such changes or circumstances shall include, in particular, any increase in costs resulting from the Service Provider's contractual relationship with third parties and included in the service charges, and any change which results in a substantial increase in the Service Provider's costs.

In the case of a unilateral amendment to the agreement, the Service Provider will notify the Client of the detailed terms of the price modification in an email sent to the email address provided by the Client at the time of signing the contract, or later in an official form. If the Client refers to the fact that it has not received any such information at the above-mentioned email address, but the Service Provider can prove that the email message was sent from its system, this shall – unless and until proven otherwise by the Client – be construed as evidence that the Service Provider has fulfilled its obligation to inform the Client.

If the Client does not submit an objection regarding the information sent by email within the deadline indicated therein, and does not initiate the termination of the contract, this shall mean that the Client has accepted the contents of such.

11.2.2. *Unilateral amendment of other contractual conditions by the service provider*

Service Provider shall be entitled to unilaterally amend the terms and conditions pertaining to the performance of the Service Contract and these General Business Conditions.

In the event of a unilateral amendment to the contract, the Service Provider shall notify the Clients affected by the amendment in writing at least 15 days before the amendment comes into force. Written information shall also be deemed to have been provided if the Service Provider informs the Clients of amendments to the GBCs that set to enter into force within 15 days by referring to the website, assuming that said amendments affect the Individual Service Contract concluded. The Service Provider shall not be obliged to observe the notification deadlines under the previous sentence if the amendment of the GBCs becomes necessary due to a change in legislation or the introduction of a new service and the amendment does not affect the already concluded Individual Service Contract.

Upon receipt of the notification of the Service Provider's unilateral amendment of the contract, the Client shall be entitled to terminate the Service Contract without any further legal consequences with effect from the date on which the amendments enter into force (as the termination date).

12. LIABILITY

12.1. GENERAL RULES ON LIABILITY

Service Provider shall be liable for the performance of the Service Contract in accordance with this section. Service Provider, given that it does not have its own means of freight transport and carries out the deliveries through independent contractors, acts as freight forwarder in respect of the performance of the Service Contract. However, the Service Provider's liability for the transport of the Goods is separate, with respect to which:

- pursuant to Section 6:307 (1) (a) of the Civil Code it is liable as a carrier from the time of pick-up of the Consignment until its delivery, since it forwards the Client's Consignments together with the Consignments of other clients using the same transportation vehicle, but
- with respect to all other breaches of contract, these GBCs, as well as the provisions of the Civil Code in respect of liability in freight forwarding, and in the absence of such specific provisions, its general provisions on liability, shall apply.

Client shall be responsible for compliance with the obligations set out in these GBCs and thus shall be liable for any damage or costs caused especially, but without limitation, in relation to

- a) the packaging of the Goods/Consignment,
- b) the accuracy and truthfulness of the data provided to the Service Provider,
- c) the conformity of the Goods handed over to the Service Provider (including ensuring that they are not items that are excluded from the service),
- d) a delay for a reason within his/her control,
- e) any obstacle to shipping within his/her control,

- f) damage to persons, factory equipment, vehicles or other property resulting from improper loading or from the nature or characteristics of the Goods, or
- g) post-pickup instructions

- a) collection of the COD amount,
- b) breach of confidentiality provisions,
- c) other breaches of contract related to the performance of the contract that are not detailed in this section.

If the Sender loads Goods into the lorry with a weight exceeding its load capacity, or loads Goods with an incorrect weight distribution, or if he provides the Service Provider with false information regarding the weight of the Consignment or the characteristics of the Goods, and this fact is established by the authority carrying out road traffic control, the Sender shall pay the Service Provider the resulting justified additional expenses incurred by the authority or the Service Provider in the case that the latter has paid such expense.

If the Sender, deceiving the Service Provider, hands over dangerous Goods for carriage without complying with the special conditions, the Service Provider shall, upon becoming aware of this, immediately stop at the first suitable place and notify the Sender, and the Sender shall immediately take the necessary measures and notify the Service Provider accordingly. The Sender is also liable for all costs and damages arising from the dispatch or delivery of such Goods.

12.1.1. Carrier liability of the Service Provider

The Service Provider is liable as a carrier for the breach of the contract concluded with the Client, which liability includes:

- a) late arrival of the Vehicle,
- b) the late delivery of a Consignment,
- c) damage, total or partial loss of, or injury to, the Goods accepted for carriage between the time of acceptance and the time of delivery.

Parties expressly agree that, unless otherwise provided by the law, the liability of the Service Provider in the above cases of carrier's liability shall – wherever the Service Provider's liability applies – be limited in amount even in the event of intentional or grossly negligent damage caused by the Service Provider.

Parties expressly agree that Client shall not dispatch any Consignment of a value exceeding HUF 2,000,000 (that is, two million forints) per Consignment, and thus the Service Provider shall be liable for up to this amount but not more. In the case of a Consolidated Consignment, the above limitation applies to the entire Consignment (i.e. not to each parcel unit separately).

The Service Provider shall be liable for any delay as a carrier, limited to the amount specified in section 12.2.

The Service Provider shall pay compensation in excess of the above only in the event of an express written agreement between the Parties.

The rules on liability are governed primarily by the KÁSZ carrier liability provisions, and if not provided for by the KÁSZ, then the provisions of the Civil Code shall apply.

12.1.2. Liability of the Service Provider for other breaches of contract

In addition to the cases not specified under Carrier's liability, it shall be liable for damages caused to the Client or the Addressee, provided that such damages can be attributed to the Service Provider.

This Service Provider shall be liable in particular, but not exclusively, in the following cases:

Parties expressly agree that, unless otherwise provided by the law, the Service Provider's liability in the event of failure to collect the COD, as well as for the sum of the COD collected, shall be limited in amount even in the event of intentional or grossly negligent damage caused by the Service Provider. The liability shall be limited to the amount of the COD specified by the Client when ordering the COD service, on the understanding that the amount of COD shall not exceed the sum of HUF 2,000,000 (i.e. two million forints) per Consignment. In the case of a Consolidated Consignment, the limitation of liability applies to the entire Consignment (i.e. not to each parcel unit separately).

In the case specified in section 12.1.2, points b) and c), the Service Provider's obligation to compensate for damages shall be limited to the extent of the damage caused, which the injured Party shall be obliged to prove to the satisfaction of the Service Provider. Only the damage specified in section 13.3.1 may be taken into account as damage caused.

12.1.3. Liability of the Service Provider for its contractors

Service Provider shall be liable for the actions of the contractors it uses, including in particular, but not only, carriers performing the pick-up, transport and delivery of Consignments, in accordance with the rules of the Civil Code on liability for contractors, or what it terms 'vicarious agents'.

In view of the fact that a contract is entered into between the Client and the Service Provider, and not between the Client and the contractors acting on behalf of the Service Provider, and that the Service Provider is liable as a carrier in the cases provided for in section 12.1.1 of these General Business Conditions, Parties exclude the possibility of the Client or the Addressee enforcing any claims for damages directly against the Service Provider's contractor. In other words, the Client or the Addressee shall be entitled to enforce claims for damages arising from the damage-causing conduct detailed in these GBCs only against the Service Provider, unless the law expressly excludes such enforcement of claims against the Service Provider.

The above provision shall not apply to damages caused by a contractor acting on behalf of the Service Provider not in connection with the performance of this contract, in which case the injured Party shall be entitled to claim directly against the person that caused the damage in accordance with the provisions of the Civil Code.

12.2. LIABILITY IN THE EVENT OF DELAY

12.2.1. Liability for late pick-up of a Consignment

The Service Provider will pick up the Consignments at the place and time agreed in the Service Contract or by email. If the Service Contract does not specify a time for the collection of the Consignment, the Service Provider shall pick up the Consignment between 8 a.m. and 5 p.m. on working days, unless otherwise agreed by the Parties, provided that the Parties agree on a One-off Pick-up as per these GBCs. The Service Provider shall inform the Client of the time of pick-up of the Consignment, provided that it is different from the time indicated in the Service Contract.

A late pick-up is when the Service Provider does not collect the Consignment on the working day following the above time. In the case of a late pick-up, the Client shall be entitled to withdraw from the Individual Service Contract that relates to the Consignment. If the Service Provider is responsible for the delayed pick-up, its liability is limited to the GLS XXL Service fee for the Consignment affected by the late pick-up.

The legal consequences associated with a late pick-up of a Consignment are applicable only if the Client makes a claim in relation to this; Service Provider does not automatically check the fulfilment in time of the pick-up of the Consignments.

12.2.2. Liability for late delivery of a Consignment

A late delivery is when the Service Provider fails to deliver the Consignments to the Addressee within the time specified in the Service Contract for a reason for which it is responsible.

Service Provider agrees to make every effort to deliver at least 95% of the Client's Consignments by the end of the business day following the day of pick-up. This commitment shall be understood to apply to Consignments picked up in a given calendar month.

The Service Provider's liability for late delivery of a Consignment is limited to the GLS XXL Service fee for the Consignment affected by the late delivery.

The legal consequences associated with a late delivery of a Consignment are applicable only if the Client makes a claim in relation to this; Service Provider does not automatically check fulfilment of the above requirements.

12.3. LIABILITY FOR DAMAGE TO OR TOTAL OR PARTIAL LOSS OF THE CONSIGNMENT/GOODS

The Service Provider's liability shall cover the period from the pick-up of the Consignment/Goods until its certified delivery. During this entire period, the Service Provider shall be liable as a carrier, regardless of whether the damage was caused by the Service Provider or by its contractor.

The legal basis for the liability is governed by the provisions set out in section 12.1.1, while the amount of the liability is governed by the provisions under section 13.2.

12.4. LIABILITY FOR COLLECTION OF CASH ON DELIVERY

12.4.1. Rules relating to the collection of cash on delivery

Collections of cash on delivery are made in the case of a regular written or electronic order from the Client, confirmed by the Service Provider or submitted in the GLS Customer System or using the GLS API, and recorded in accordance with the Service Provider's instructions and sent by the deadline (at the latest by the time of pick-up of the Consignment), and GLS Hungary is liable for the collected payments as set out in this section.

12.4.2. Transfer of the collected cash on delivery to the Client

Parties shall agree in the Framework Contract on the frequency of the cash on delivery transfers, which may be: daily, weekly, fortnightly or monthly.

In the case of a daily cash-on-delivery transfer, the Service Provider shall transfer the COD amount to the bank account number provided by the Client within two working days after collection. In the case of weekly and monthly transfers, the deadline for COD transfers between the Parties shall be governed by the provisions of the Framework Contract. If there is a Permanent Compensation Agreement between the Parties

or if the Client has a debt to the Service Provider, the rules set out therein shall also apply to the cash-on-delivery transfer.

GLS Hungary is entitled, on the basis of a resolution or request issued by a public authority, to withhold funds collected from the Addressee but not yet transferred to the Client/Sender. Once the courier performing the delivery has left, there is no opportunity to make complaints regarding the COD amount or the change given.

12.4.3. Alteration request pertaining to COD collection

Client must send the COD data to the Service Provider by the time of pick-up of the Consignment at the latest: the provision of data after this time shall be deemed late sending of COD data.

Client may submit a subsequent alteration request in respect of the data for the COD collection already ordered (amendment of the COD amount) up to the time of delivery at the latest.

Client/Sender must submit this alteration request by email to xxlbeszedes@glshungary.com. Any such written requests sent to xxlbeszedes@glshungary.com must include the parcel number.

If the request relating to the alteration of the COD is not received from the authorised person, or not by the above deadline or not in writing in the manner stated above, Service Provider shall not be liable for the non-fulfilment of alteration request.

12.4.4. Failure or non-fulfilment of the COD collection

If the cash on delivery is not collected for any reason, it is nonetheless still primarily the obligation of the Addressee to pay the amount of the cash on delivery. If the COD collection fails, the Service Provider shall be liable up to the COD collection service fee, and shall be obliged to co-operate in the subsequent collection attempt.

If the failure to collect the cash on delivery can be proven to be attributable to the conduct of the Service Provider and the subsequent collection attempt is unsuccessful, a claim for damages may be submitted up to the value of the uncollected COD amount, with the proviso that the Service Provider's liability shall not exceed HUF 2 million (i.e. 2,000,000 forints) per Consignment. This limitation of liability has been determined by the Parties in view of the fact that the Client is not entitled to dispatch a Consignment exceeding the amount of two million forints (HUF 2,000,000) under the Service Contract.

In the event of the loss, total or partial damage or destruction of the Consignment/Goods, the compensation shall be governed by the provisions of section 12.3 of these GBCs, in which case the value of the cash-on-delivery amount may not be claimed.

When submitting the damage claim, the Client is required to prove that the Addressee did not pay the outstanding debt despite the payment demand sent by the Client, and at the same time the Client shall assign its remaining outstanding claim to the Service Provider.

Service Provider shall only assist in the collection of cash in accordance with the instructions of the Client; Service Provider shall not be entitled to make any statements to or conclude any contracts with the Addressee on behalf of the Client. The Client is obliged to observe the provisions of the latest laws and

regulations on the combating and prevention of money laundering and terrorist financing.

12.5. EXEMPTION FROM LIABILITY

12.5.1. General exemption

Service Provider shall be exempt from liability if the loss, damage or delay was caused by the imputable conduct of the person authorised to instruct, by an instruction of the person authorised to instruct that may not be attributed to the imputable conduct of the Service Provider, or by a specific fault in the Goods, or by such circumstance as the Service Provider did not foresee and could not have foreseen.

12.5.2. Exemption of the Service Provider in the case of delay

Service Provider shall be exempt from liability, in addition to the cases under section 12.5.1, if

- a) the pick-up delay occurred because the pick-up address was considered unsafe or the Sender kept the driver of the lorry waiting beyond the time specified in these GBCs, or
- b) in the case of closed-system loading, if the Service Provider refused to take the container because it had not been sealed by the Sender in accordance with the provisions of section 8.2;
- c) the delivery delay occurred because the delivery address was considered unsafe or the Addressee kept the driver of the lorry waiting beyond the time specified in these GBCs; or
- d) the Service Provider was unable to deliver the Consignment due to the reasons specified in section 9.1.3.

12.5.3. Exemption of the Service Provider in the case of damage to or loss of a Consignment

Service Provider shall, in addition to the cases under section 12.5.1, be exempt from liability to pay damages in the following cases:

- a) the Client/Sender does not pack the Consignments in accordance with these General Business Conditions or if the damage is caused by an internal characteristic of the Consignment, the specific nature of the Goods or a defect in the packaging which is not visible from the outside. In all cases, it is the responsibility of the Sender to ensure that the packaging is appropriate to the circumstances of the shipment.
- b) the Client/Sender provides inaccurate, false or untrue information, provided that the damage is related to this;
- c) the Client/Sender dispatches a Consignment or Goods that is/are excluded from the service as specified in these GBCs and the claim for damages is submitted in relation to that Consignment/those Goods;
- d) the handling, loading or unloading of the Goods, or their placement, if carried out by the Sender or the Addressee or by persons acting on behalf of the Sender or the Addressee,
- e) the particular nature or condition of the Goods, whereby they are subject to partial or total loss or damage, in particular as a result of breakage, rust, internal deterioration, shrinkage, leakage, collapse or damage by vermin or rodents,
- f) insufficient or incorrect marking or numbering of the Goods.
- g) in the event of a post-pickup instruction by the Client/Sender, Addressee or other authorised person

that is not in line with these GBCs or not in accordance with the law, as well as due to damage caused by such post-pickup instruction in connection with the inadequate/improper handling of the Consignment, provided that it is not the Service Provider that was responsible for the improper handling,

- h) the Client/Sender does not order the consolidation of the Consignments in accordance with these GBCs, and the damage is related to this;
- i) the Client/Sender has not addressed the Consignment in accordance with these GBCs or has addressed the Consignment inaccurately or falsely, and the damage is related to this;
- j) In the case of flat-pack furniture, no compensation is payable if the outer packaging is intact and if the contents of the parcel are damaged or the edges or corners are damaged due to inadequate inner packaging.
- k) In the case of fragile objects (glass, porcelain, bottles, medicine and injection ampoules, infusion bottles, etc.) and of Consignments marked "Fragile" or Consignments that should be handled with special care, no claims shall be accepted if the outer packaging is undamaged but, due to the deficiency or shortcomings of the inner packaging, the items inside the Consignment are damaged and their contents have leaked, contaminating the other items.
- l) In the case of fragile objects and Consignments that should be handled with special care as specified in this section, compensation is not payable if the damage resulted from the absence of individual, inner packaging of the items, regardless of whether the outer packaging is intact.
- m) damage to the Consignment caused by leaking fluid inside the packaging;
- n) the Consignment was delivered in its original, undamaged packaging or if the Addressee took delivery of the Consignment without inspecting it and the damage becomes known after delivery.
- o) Damage to new Goods dispatched in the original factory packaging is also excluded from compensation, provided that the packaging was undamaged and unopened at the time of delivery.
- p) If the packaging of an appropriately packaged Consignment has not been damaged in transit, and the vehicles or other objects involved in the transport have not been hit, overturned or shaken, no compensation will be paid for mechanical, electrical or electronic damage to the objects inside the packaging.
- q) Deterioration, rusting, oxidation or discolouration of the dispatched Consignments/Goods is excluded from compensation.

12.5.4. Exemption of the Service Provider for failure to collect cash on delivery / collection of cash on delivery that is not in accordance with the Client's instructions

In addition to the cases mentioned under 'General exemption', the Service Provider shall be exempt from liability in the event that the failure to collect the cash on delivery or the failure to collect it in accordance with the instructions of the Client is due to one of the following circumstances:

- a) inadequate instruction regarding the Cash on delivery (COD) additional service (no or inadequate COD information)
- b) the Client ordered the COD service late;
- c) Client did not fill in the documentation for the COD collection or filled it in incompletely;
- d) Client submitted an alternation request with regard to the collection of the COD amount late, i.e. after the

deadline specified in section 12.4.3, or did submit it through the channels indicated there.

12.5.5. Exemption from liability of the Client

The Client shall be exempt from the liability specified in these GBCs in whole or in part if it proves that the defect was obvious or that it was known to the Service Provider at the time of handover and receipt.

12.5.6. Burden of proof

The burden of proving that the loss or damage of the Consignment, the late pick-up or delivery of the Consignment, or the failure to collect the cash on delivery or to collect it in accordance with the Client's instructions, resulted from any of the causes mentioned in the grounds for exemption and further, that the damage was caused by a breach of contract on the part of the Client (Sender), lies with the Service Provider.

The burden of proof with respect to the matter under section 12.5.5 shall lie with the Client. In addition, if the Service Provider exempts itself from liability, the Sender shall bear the burden of proving that the damage was not caused by a breach of contract or damage-causing conduct on his part.

12.6. LEGAL REMEDIES AVAILABLE AGAINST THE DAMAGE CLAIM ESTABLISHED BY THE SERVICE PROVIDER

If the Complainant does not accept the Service Provider's claim settlement procedure or the amount of compensation determined by the Service Provider and is a consumer under the Act on the Protection of Consumer Rights and Fundamental Freedoms (Fgytv.), he/she may apply to the Conciliation Board competent in respect of his/her place of residence or domicile.

Contact details of the Conciliation Boards: www.bekeltetes.hu.

In addition, the Complainant may have recourse to the consumer protection authority as set out in the Notice on Complaints Handling and may also have recourse to the courts.

13. RULES ON INDEMNIFICATION

13.1. DEADLINES FOR FILING CLAIMS FOR DAMAGES

Partial loss of or damage to the Consignment, if identifiable, shall be reported immediately upon delivery or return of the Consignment and shall be recorded in a damage report by the Parties.

Parties expressly agree that in the absence of such report, or in the case of concealed damage, the claim shall be submitted in writing within 3 working days of delivery, if the damage can be proven to have been caused by a factor attributable to the Service Provider.

Concealed damage shall mean, in particular, damage to the contents of a Consignment while the outer packaging remains intact, despite compliance with the rules on appropriate inner packaging and padding.

In the event of loss or destruction of the Consignment, the claim for damages must be submitted to the Service Provider in writing within the one (1) year limitation period.

13.2. PERSONS ENTITLED TO SUBMIT A CLAIM FOR DAMAGES

Unless otherwise provided by law, the Sender is entitled to claim damages against the Service Provider for late pick-up or delivery of a Consignment or for collection of cash on delivery.

In the event of damage to or loss of a Consignment, the Sender shall be the primary Party entitled to assert a claim for damages. The Addressee is entitled to assert a claim for damages if

- a) the Sender has assigned the right to assert the claim, in writing, to the Addressee, or
- b) the Consignment shall be deemed the property of the address, and as such, the Addressee is obliged to prove to the satisfaction of the Service Provider that the consideration for the Consignment has been paid to the Sender and that the Sender does not intend to claim damages from the Service Provider in relation to the Consignment or that the Addressee has attempted to claim damages from the Sender but has not been successful.

13.3. MODE AND AMOUNT OF INDEMNIFICATION

With respect to the definition of damage and the mode of indemnification, the rules of the Civil Code pertaining to extra-contractual damages shall apply.

13.3.1. Scope of indemnification obligation

Parties expressly agree that indemnification shall only cover direct material damage (including the purchase, replacement or repair value of the Goods), and thus consequential damages, including loss of profit, pecuniary advantage or depreciation, if any, shall be excluded from indemnification. Service Provider shall not be obliged to pay compensation for emotional distress, or compensation for damages resulting from the infringement of personality rights, nor shall it be subject to sanctions for the infringement of personality rights regardless of fault.

The rules relating to a failure to collect cash on delivery shall only be applicable if the Consignment has not been lost, destroyed or damaged. The rules for failure to collect cash on delivery are set out in section 12.4 of these GBCs.

13.3.2. Mode of indemnification for damages

Service Provider shall pay damages in the form of money.

Service Provider is entitled to decide whether the damaged Goods can be repaired economically or whether their replacement or exchange is warranted.

13.3.3. Extent of indemnification

The compensation shall not exceed the amount of the damage caused by the damage-causing conduct, calculated on the basis of:

"Type" of damage	Extent of damage caused
Total or partial damage to the Consignment	<ul style="list-style-type: none"> • if the Goods can be repaired, the repair value of the Goods, with the proviso that the repair shall be carried

	<p>out at the most advantageous place;</p> <ul style="list-style-type: none"> if the Goods are not repairable, the net acquisition cost of the Goods or, if this cannot be determined or is not available, the replacement value;
Loss of a Consignment	the net purchase price or replacement value of the Goods
One or more pieces of a collection or set are damaged	the repair or replacement cost shall be calculated as a proportion of the value of the entire collection or set relative to the number of damaged items. When calculating the compensation, any interest there may be in the collection or set being complete or remaining as a single unit shall not be considered.
Damage to or loss of used Goods	the lost or damaged used Goods shall be compensated in proportion to their value when new.

In the case of a Consolidated Consignment, if some packages of the Consignment are not delivered and other packages are delivered and the COD is not collected for the entire Consignment, and it is subsequently determined that the undelivered packages were not lost, the Service Provider shall first and foremost attempt to redeliver the undelivered packages to the Addressee and collect the COD. If the Addressee refuses to take receipt of these Consignments, or does not pay the amount of the cash on delivery, the Service Provider shall return the Consignments that were not delivered to the Addressee, to the Sender. In such case, the Service Provider's liability shall be calculated on the basis of the amount of the uncollected COD less the value of the Consignment not delivered to the Addressee.

Where applicable, the service fee paid by the Client shall be added to the damage referred to above.

Parties agree that the maximum amount of compensation shall not exceed HUF 2 million (HUF 2,000,000), given that the Client is not permitted to dispatch any Consignment of a value in excess of this amount.

Service Provider may, in connection with the compensation payments it has made, assert a claim for the damaged items, provided that the replacement or acquisition cost of these latter has been reimbursed.

13.3.4. Relationship between compensation and any insurance taken out by the Client

Without the consent of the Service Provider, the Client has no right to assign its insurance claims to a third Party.

Service Provider shall pay no compensation for damages that are covered by other insurance contracts concluded by the Client or the Addressee.

Client shall have the right to take out an insurance policy in its own name and at its own expense to cover the Consignment to

be forwarded; Service Provider shall not, unless expressly agreed in writing by the Parties, take any insurance of this type. The declaration of the value of the Consignment does not in itself constitute a request for insurance.

13.4. EVIDENCING THE DAMAGE

If damage occurs, a report must be made at the time of delivery of the Consignment or at the time of occurrence of the incident that caused the damage. In the report, the parcel number must be identified, and the documents evidencing the contents of the Consignment, and the damages claim form, must be submitted to the Service Provider.

If the above documents are unavailable to the person reporting the claim for damages at the time the record is taken, the person reporting the claim for damages must send such documents to the Service Provider forthwith, within the period specified by the Service Provider at the latest, on the damages claim form available on the Service Provider's website or to karugyintezes@glshungary.com.

The Service Provider shall assess the claim for damages, without an inspection, on the basis of the documents available to it (in particular the photographs taken at the time of receipt).

13.5. PAYMENT OF THE DAMAGES

Service Provider shall arrange for payment of the damages within 8 (eight) calendar days following confirmation of the validity and the value of the claim. Payment of damages shall, therefore, only take place after GLS Hungary has assessed the legitimacy of the claim and the amount, and has acknowledged the legitimacy of the claim, and the claimant has provided the documents requested by the Service Provider in full.

Late-payment interest as per Section 6:155 of the Civil Code shall be payable on the damage amount from the day following the expiry of the above deadline.

14. DURATION AND TERMINATION OF THE CONTRACT

14.1. DURATION OF THE CONTRACT

The duration of the contract is specified in the Individual Service Contract. If for whatever reason it is not, the Individual Service Contract between the Parties shall be deemed to have been entered into for an indefinite term.

14.2. TERMINATION OF THE CONTRACT

14.2.1. General rules

The legal relationship between the Parties as detailed in these General Business Conditions shall be terminated in the following cases:

- by ordinary notice of termination given by one of the Parties;
- in the case of a fixed-term contract, at the end of the fixed term;
- by mutual consent of the Parties;
- through termination with immediate effect by either Party;
- in the case under section 11.2.2 of these GBCs, by notice of termination given by the Client;

- f) if the Client, despite the Service Contract that has been entered into, does not dispatch a Consignment within 6 months of the conclusion of the contract.

Except as provided for in section 14.2.1, points (b) and (f), termination of the contract may only be made in writing. The concept of written form shall be governed by section 16 of these GTC.

In the event of termination for the above reasons, the Service Contract between the Parties shall terminate for all Consignments.

The Client shall be entitled to withdraw from the individual contract in respect of a particular Consignment in the event that the Service Provider is late in picking up the Consignment for a reason for which it is responsible.

14.2.2. Ordinary termination

Unless otherwise provided for in the Individual Service Contract between the Parties, a contract of indefinite duration between the Parties may be terminated by either Party with 30 days' notice without having to specify a reason.

If not excluded by the Individual Service Contract between the Parties, either Party shall also be entitled to terminate the existing fixed-term contract between the Parties with 30 days' notice without having to specify a reason.

In the case of ordinary termination, the Parties shall be bound by the obligations set out in the Individual Service Contract and in these General Business Conditions until the end of the notice period. In this case the Client is obliged to dispatch the Consignments in such a way that the Service Provider can attempt to deliver them during the remaining life of the contract.

14.2.3. Expiry of a fixed term

In the case of a fixed-term contract, Parties shall specify the duration of the fixed term in the Individual Service Contract. Upon expiry of this fixed term, the Service Contract between the Parties shall automatically terminate, unless otherwise agreed by the Parties.

14.2.4. Mutual consent

Parties may terminate the Service Contract at any time by mutual consent. The date of termination of the contract and the rules relating to the termination – including details regarding settlement and possible performance – shall be fixed in a mutual consent agreement between the Parties.

14.2.5. Termination with immediate effect

Either Party shall be entitled to terminate the Service Contract with immediate effect in the event of a breach by the other Party of a material obligation under the Service Contract, provided that the other Party has given it notice to desist from the conduct in question or to comply with the contract, setting a reasonable deadline, but the Party in breach has not changed its conduct within the stipulated deadline. No prior notice or stipulation of deadline for the remedying of the breach of contract is required if the breach is of such gravity or importance that the other Party cannot be expected to maintain the Service Contract, nor if there are reasonable grounds to

believe that the other Party is acting in wilful bad faith in the performance of the contract.

A grave breach of contract on the part of the Client (Sender) shall include, but not be limited to:

- a) if the percentage of the Client's (Sender's) returned Consignments exceeds two (2) percent and the reason for this is not attributable to the fault of the Service Provider;
- b) if the Client (Sender) fails to meet its payment obligations arising from the contract by the due date for two consecutive months;
- c) if the Client dispatches Goods or Consignments that are excluded from the service under these General Business Conditions, provided that the Service Provider has requested the Client to desist from such conduct but the Client has not changed its conduct;
- d) if the Service Provider has lawfully refused to perform the Service Contract for a reason set out in these General Business Conditions or by law.

A grave breach of contract on the part of the Service Provider shall include, but not be limited to:

- a) if the Service Provider is not able to account to the Client for the amount of the collected cash on delivery and fails to do so despite the Client's request that it do so.

14.2.6. Automatic termination due to non-dispatch of Consignments

If the Client, despite the Service Contract that has been entered into, does not dispatch a Consignment within 6 months of the conclusion of the contract, the Service Contract shall automatically terminate upon expiry of the 6-month period. The Service Provider shall inform the Client of the termination of the Service Contract, and at the same time shall be entitled to terminate its user profile in the GLS Customer System and its user rights related to the given Framework Contract.

15. LIMITATION, ENFORCEMENT OF CLAIMS

Parties agree that any claim under these General Business Conditions shall be time-barred after one year, except as provided in the following paragraph. The date from which the limitation period starts is the date of delivery of the Consignment to the Addressee or the date on which the Consignment should have been delivered to the Addressee. To avoid any misunderstandings, Parties agree that this one-year limitation period shall also apply to the Service Provider's liability for cash on delivery.

The above provisions do not apply:

- for damage caused intentionally or by gross negligence, or
- to a breach of the confidentiality.

In the former case, the limitation period and the start of the limitation period shall be the same as the time and starting date specified in the law.

Parties agree that the statute of limitations for breach of confidentiality shall be 5 years, with the statute of limitations commencing on the date of the breach of confidentiality. The rules of the Civil Code apply to the suspension and interruption of the limitation period.

16. WRITTEN FORM, COMMUNICATION OF LEGAL DECLARATIONS

Except as otherwise provided in the Individual Service Contract, the Parties shall be obliged to make all legal declarations to each other in writing in connection with these GBCs.

Client (Sender) and Service Provider shall be entitled upon performance of the Service Contract and in connection therewith to communicate any representations to the other Party by email unless the contract between them, the statutory provisions or the information provided by either of them to the other in this or some other respect require a more formal method of communication, including but not limited to notification by post or by letter with acknowledgement of receipt requested.

Any communication sent by email shall be deemed to have been sent by the Service Provider to the Client when the Service Provider sent it to the Client's official email address. Client's official email address shall include the email address specified by the Client upon concluding the contract or as officially amended by it subsequently, and all other email addresses that the Parties have previously used regularly for the purposes of communication between them in accordance with the practice that has come to be accepted between them.

Notification by email shall be deemed to have been communicated by the Client to the Service Provider when the Client sent it from its official email address to the official email address of the relevant department of the Service Provider. The official email addresses of the Service Provider, listed by the relevant departments, are available on the Service Provider's website.

If either Party claims that it has not been formally notified at its official email address, the other Party must prove that the email was indeed sent from its system. Such evidence of notification may be rebutted through counter-evidence by the other Party. If no rebuttal is forthcoming or the attempt at rebuttal fails, the representation shall be regarded to have been communicated to the other Party.

For the sake of clarity, the fact that the information was duly sent by the Client (Sender) to the Service Provider's official email address specified above shall only mean that the representation was communicated to the Service Provider, that is, it shall not mean that the representation sent by email was accepted by the Service Provider. That is, the Service Provider may, in view of the circumstances, request additional representations, information and documents, request the sending of documents by post and may reject the Client's (Sender's) representation sent by email.

17. PARTIAL INVALIDITY

If any of the provisions of these General Business Conditions is or becomes invalid, this shall not affect the validity of the other provisions thereof. Such invalid provision must be replaced by a provision that most closely approximates the economic purpose of the original provision.

18. DISPUTES, JURISDICTION

Parties shall endeavour to settle any disputes arising between them amicably, out of court.

Parties agree to submit to the jurisdiction of the competent court of the place of establishment of the Service Provider in the event of disputes arising from these General Business Conditions and from the Individual Service Contract, depending on the value at stake in the dispute.

19. FORCE MAJEURE

Service Provider shall be entitled to suspend or limit its performance under the Service Contract if force majeure or authority-led measures make this necessary.

Force majeure is defined as extraordinary, unavoidable events outside the Service Provider's control, such as natural disasters, extraordinary natural events or extraordinary weather, war, revolution, blockade, export-import bans, strikes outside its sphere of control, fire, flood, epidemic, quarantine, transport embargos and any other circumstances not listed herein, which cannot be prevented by the Service Provider, which cannot be foreseen and for which the Service Provider is not responsible. Any circumstance resulting in the restriction of transport for a period of more than 2 hours, or measures by authorities entailing the evacuation of GLS facilities lasting for more than 1 hour, shall also constitute force majeure.

Due to traffic restrictions or meteorological conditions, Service Provider may temporarily suspend the service in certain areas or deviate from the generally applied delivery schedule, which shall not constitute a breach of contract on the part of the Service Provider, and the usual consequences of delay shall not apply thereto.

Service Provider shall inform the Clients of the above circumstances.

Client shall not be entitled to claim damages in respect of the above.

20. DATA PROTECTION

Service Provider shall, with the exceptions set out in paragraphs 21.2 to 21.6, process and transmit data that is related to the performance of the service and that it obtains in the course of the performance of the service as a data controller, subject to the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter: GDPR) and Act CXII of 2011 on the right to informational self-determination and freedom of information.

Service Provider shall not make the performance of the service subject to the provision of any personal or other data, or to the making of a declaration of consent to the processing of data, such that is not necessary for the performance of the service with the content requested by the Sender.

Service Provider shall transmit to a data controller or data processor located in a third country any data that is related to the performance of the service and that it obtains in the course of the performance of the service in accordance with the conditions set out in the Privacy Policy.

GLS Hungary's detailed Privacy Policy and its annexes specified in the given document are incorporated into these General Business Conditions and can be accessed via the website of GLS Hungary at the following link:

<https://gls-group.eu/HU/hu/adatkezelesi-tajekoztato>

21. CONFIDENTIALITY OBLIGATION

21.1. GENERAL RULES

Parties are bound by a confidentiality obligation in connection with these GBCs and the Individual Service Contract. Accordingly, neither the Service Provider nor the Client (Sender) is entitled to share any trade secret relating to the other Party with unauthorised persons, to publish such secret, or to make it available to third parties.

Service Provider may only know the contents of the Consignment forwarded by it and the Goods themselves to the extent necessary for the performance of the service, provided that the Goods are placed in a sealed parcel. In the event of an inspection by a public authority, the Service Provider shall be entitled to know the contents of the Consignment to the extent that it is required to do so by a decision of the public authority or by law or to the extent that it is able to comply with the obligation or inspection by the public authority.

It is not deemed a breach of confidentiality if:

- a) either Party shares trade secrets or confidential information concerning the other Party with other third parties for the purpose of performing the contract. This includes in particular, but not exclusively, the case where the Service Provider passes on information provided by the Client to contractors used for the performance of the contract, as well as the case where the Service Provider passes on information to any company of the GLS group, provided that there is a reasonable justification for doing so.
- b) either Party shares information about the other Party with another third party for the purpose of settling a claim or pursuing a claim, including where the Service Provider provides the insurer with information necessary for the settlement of a claim.
- c) either Party shares information that is publicly known about the other Party or that is available from a public database.
- d) either Party shares information about the other Party in response to a request from a public authority or to comply with a legal obligation. This includes, but is not limited to, the case where the Service Provider transmits the Client's data in order to verify that the Client or one of its owners or beneficial owners is not on any EU, UN or US sanctions lists.

21.2. RULES ON OPENING A CLOSED CONSIGNMENT

Parties expressly agree that Service Provider shall be entitled to open the sealed Consignment only in the following cases:

- a) the wrapping of the Consignment has been damaged to such an extent that opening it is necessary to preserve the contents and if simply repackaging it without opening it would not preserve the Goods, or
- b) it is justified in order to prevent the contents of the Consignment from presenting a danger, or
- c) if it is likely that, due to their dangerous or perishable nature, the Goods cannot be expected to be retained by the Service Provider for the period specified in these General Business Conditions, or
- d) after the retention period specified in these General Business Conditions, if the Client fails to arrange for the removal of the Consignments.

Service Provider shall take a record of the opening of the Consignment and, if possible, shall notify the Client of the opening and the reason for the opening.

If the product has been damaged to such an extent that it may cause accidents or is dangerous to human life or health, and if this damaged product has the potential to cause further damage to the property of the Service Provider or of a third party, the Service Provider is not obliged to store such product and is entitled to destroy it, provided it informs the Client of this.

22. APPLICATION OF THE GENERAL BUSINESS CONDITIONS

These General Business Conditions shall be effective from **1 April 2023**.

The following documents constitute annexes to these General Business Conditions:

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|-------------|-------------------------------|
| Annex no. 1 | Privacy Policy |
| Annex no. 2 | Notice on Complaints Handling |