

General Logistics Systems Poland Spółka z o.o.

General Terms and Conditions for Long-Term Agreement Customers

I. GENERAL PROVISIONS

General Logistics Systems Poland Spółka z ograniczoną odpowiedzialnością, with its registered office in Gluchowo, Komorniki commune (62-052), ul. Tęczowa 10, entered into the National Court Register kept by the district court Poznań - Nowe Miasto i Wilda in Poznań, 8th Department of the National Court Register under number 0000005009, tax ID no. (NIP) 785-15-61-831, with the share capital of PLN 16,311,638.00, hereinafter referred to as **GLS Poland**, renders services, commissioned by customers other than consumers within the meaning of the provisions of the Act of 23 April 1964 – the civil code (Journal of Laws No. 16, item 93, as amended), in domestic and international trade, the said services consisting in acceptance, transportation and delivery of parcels – postal shipments within the meaning of the act of 23 November 2012 – the postal law, and commodity shipments within the meaning of the act of 15 November 1984 – the carriage law (hereinafter referred to as the "services").

II. DEFINITIONS

For the purposes of these regulations, the following terms shall mean:

- 10:00Service** – delivery by 10:00 a.m. – the additional service provided in domestic trade within the area of Poland indicated by **GLS Poland**, through postcodes, consisting in the delivery of the shipment to the consignee by 10:00 a.m. on the working day following the day of collection thereof; the service is not available for shipments addressed to chain stores;
- 12:00Service** – delivery by 12:00 a.m. – the additional service provided in domestic trade within the area of Poland indicated by **GLS Poland**, through postcodes, consisting in the delivery of the shipment to the consignee by 12:00 a.m. on the working day following the day of collection thereof; the service is not available for shipments addressed to chain stores;
- AddOnInsuranceService** – the service of increasing the liability limit – the additional service consisting in increasing the liability limit of **GLS Poland** for the parcel above the amount stipulated in point III item 4 of the regulations, confirmed by **GLS Poland** in writing;
- Advice Note** – a notification of an unsuccessful attempt to deliver the shipment to the consignee or of an unsuccessful attempt to collect the shipment from the consignor;
- CashService** – cash on delivery service – the additional service consisting in collecting payment for goods in domestic trade whereby one amount is collected per shipment; the collected amount may not exceed PLN 6,000 for all the shipments sent on a given day from one consignor and delivered to one consignee;
- Pricelist** – the list of fees charged by **GLS Poland** for the services and additional services;
- DeliveryAtWorkService** – delivery at the premises of an enterprise effected personally to a person indicated individually – the additional service provided in domestic trade and consisting in the delivery of the shipment at the place of work or other premises personally to the consignee indicated individually;
- DocumentReturnService (DOR)** – return of confirmed document service – the additional service in domestic trade and consisting in returning to the customer a single document confirmed by the consignee and enclosed with the shipment, the said document being stuck by the customer on the parcel; a legible signature affixed by the consignee shall be deemed to be a proper confirmation of the document;
- Documents** – documents other than the shipping confirmation concerning the shipment or related thereto, issued to **GLS Poland** in order to perform the service or additional service;
- Order Cancellation Fee** – a fee for the cancellation of the **Pick&ReturnService** or **Pick&ShipService** order;
- Missing Data Fee** – a fee charged by **GLS Poland** in case the customer fails to meet its obligation to send the shipment data electronically on the day of the Shipment release for reasons attributable to the customer;
- Customs Clearance Fee** – a fee for customs clearance;
- Manual Data Entry Fee** – a fee charged to the customer by **GLS Poland** for manual entry of the parcel data into the system if the customer fails to meet its obligation to send the parcel data electronically for reasons attributable to the customer;
- Consignee Address Resolving Fee** – a fee charged to the customer by **GLS Poland** for establishing the consignee's proper address;
- Working days** – days from Monday to Friday, excluding public holidays falling on those days;
- ExchangeService** – goods exchange service – the additional service provided in domestic trade and consisting in the delivery of the shipment and simultaneous collection from the consignee of the goods to be exchanged and delivery of the said goods to the consignor;
- ExWorksService** – collection of a fee from the consignee – the additional service performed in domestic trade and consisting in collecting a charge for the service from the consignee. The service is not available for shipments addressed to chain stores;
- FlexDeliveryService (FDS)** – parcel redirection service – the additional service rendered to the consignee's order, whereby the consignee may redirect parcel delivery and use alternative delivery options, such as: delivery within a set time, delivery to a new address, delivery to ParcelShop, refusal to accept, personal collection at the **GLS Poland** depot, leaving the parcel without signature. By providing **GLS Poland** with the consignee's e-mail address, the customer agrees that the consignee may use **FlexDeliveryService** and redirect the parcel;
- IdentService** – service that includes verification of the consignee's personal identity and return of a signed agreement – the additional service offered on the national market, including verification of the consignee's personal identity on the basis of the documents identifying the consignee indicated by the customer; after the consignee signs the agreement attached to the parcel, in a packing list envelope, the agreement is returned to the customer;
- InfoCourierService** – service that includes the provision of the courier's telephone number delivering the parcel to the consignee by electronic means;
- Customer** – consignor, consignee or another person ordering the service, respectively;
- Road Surcharge** – a surcharge added to each parcel in connection with the toll for travelling on national roads for vehicles with the admissible gross vehicle weight exceeding 3.5 tonnes resulting from the act of 21 March 1985 on road traffic (Journal of Laws of 2007 No. 19, item 115, as amended); the current amount of the surcharge is published at www.gls-group.eu; the change of the amount of the surcharge shall not constitute the change of the regulations or the agreement, and does not have to be made in writing;
- Fuel Surcharge** – a fee calculated on the basis of the diesel oil retail price increase index and published at www.gls-group.eu;
- Courier** – a person acting for and on behalf of **GLS Poland**, performing a portion of the service or additional service under the rules specified in the agreement and the regulations;
- Place of collection** – an address of the shipment collection indicated by the customer in order to perform the service;
- Place of delivery** – an address of the shipment delivery indicated by the customer or the consignee – in the case of the **FlexDeliveryService**;
- Consignor** – a person who releases the shipment to **GLS Poland** together with the shipping confirmation and other documents;
- Consignee** – an entity indicated in the shipping confirmation to which the Shipment is to be released at the place of delivery;
- Liquidation charge** – a charge collected by **GLS Poland** for liquidation activities including lump-sum remuneration, excluding the costs resulting from the specific properties of the liquidated parcel, in particular the costs of waste disposal which **GLS Poland** may additionally charge to the customer, on the basis of a document confirming that such costs have actually been incurred;
- Storage fee** – a fee charged to the customer by **GLS Poland** for storing the parcel, charged until delivery of the parcel, for each calendar day from the date of occurrence of an obstacle to delivery for reasons not attributable to **GLS Poland**;
- Manual sorting fee (NTT)** – a fee charged to the customer by **GLS Poland** for manual sorting of the parcel that is not suitable for automatic service with the use of the **GLS Poland** belt conveyors;
- Overweight parcel fee (PPW)** – a fee charged to the customer by **GLS Poland** when the parcel accepted for transportation has greater weight than that indicated in point II of the regulations;
- Oversize parcel fee (PGB)** – a fee charged to the customer by **GLS Poland** for accepting the parcel whose size exceeds the parcel limits listed in point II of the regulations;
- Zone B Charge** – an additional fee for the delivery of the parcel to the area of Poland, defined as zone B by post codes. The list of postal codes covered by zone B and the amount of an additional fee is published in the table of charges of **GLS Poland**;
- Debt collection charge** – a fee charged to the customer by **GLS Poland** for activities undertaken as a result of customer's delay in payment of any amounts due to **GLS Poland**;
- Additional service charge fee** – a fee collected by **GLS Poland** for the change of instructions concerning the additional service after sending the parcel;
- Parcel** – items wrapped up in the required or customary manner, commissioned by the customer of **GLS Poland** to be accepted, transported and delivered on the basis of the shipping confirmation. The dimensions of the parcel may not exceed: the sum of the circumference and the longest side = 3 metres, but the longest side of the parcel may be max. 2 metres long. In the case of a parcel of an irregular shape, its dimensions are estimated based on the contour of a cuboid shape package that can fit a particular parcel (even if the parcel content is packed in a different way). The gross weight of a single parcel may not exceed 31.5 kg in domestic trade and 40 kg in international trade. **GLS Poland** renders services of acceptance, sorting, transportation and delivery of the courier parcels and the commodity parcels;
- Courier parcel** – a parcel the weight of which does not exceed 20 kg and neither dimension of the parcel may exceed 2 metres, and the sum of circumference and the longest side thereof may not exceed 3 metres. In the case of a parcel of irregular shape, its dimensions are estimated based on the contour of a cuboid shape package that can fit a particular parcel (even if the parcel content is packed in a different way);
- Commodity parcel** – a parcel the weight of which exceeds 20 kg, however, does not exceed 31.5 kg in domestic trade and 40 kg in international trade; neither dimension of the parcel may exceed 2 metres, and the sum of circumference and the longest side thereof may not exceed 3 metres. In the case of a parcel of irregular shape, its dimensions are estimated based on the contour of a cuboid shape package that can fit a particular parcel (even if the parcel content is packed in a different way);
- ParcelShop** – an outlet run on behalf of **GLS Poland** or by the **GLS Poland** depot where the consignor may conclude an agreement for the provision of the services and where the consignee may collect the parcel;
- Pick&ReturnService** – delivery to the ordering party – the additional service performed in domestic and international trade, consisting in the picking up of the shipment from a person other than the person who commissioned the service and delivering it to the person who commissioned the service;
- Pick&ShipService** – delivery between third parties – the additional service rendered in domestic and international trade consisting in the picking up of the Shipment from a person other than the person who commissioned the service and delivering it to the consignee other than the person who commissioned the service;
- Confirmation of Delivery** – acknowledgment of receipt of the parcel by the consignee or a person authorised to collect the parcel – proof of delivery of the parcel to the consignee with the signature of the consignee or a person authorised to collect the parcel, in a written or electronic form;
- Shipping Confirmation (SC)** – a document filled out or created by the consignor that is proof of ordering the services and additional services, and accepting the parcel by **GLS Poland** that includes, among other things, an address sticker;
- PreadviceService** – notification service – a system of communicating information about the service and additional services to the consignees rendered via SMS;
- Shipment** – all parcel accepted by **GLS Poland** under the agreement on a given day for the transportation from one consignor and delivery to one consignee;
- GDPR** – 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 of the free movement of such data, and repealing directive 95/46/EC (General Data Protection Regulation) (Official Journal L of 2016 No. 119, page 1);
- Saturday10:00Service** – delivery on Saturday by 10:00 a.m. – the additional service provided in domestic trade within the area of Poland indicated by **GLS Poland**, through postcodes, consisting in the delivery of the shipment to the consignee on Saturday by 10:00 a.m.; the service is not available for shipments addressed to chain stores;
- Saturday12:00Service** – delivery on Saturday by 12:00 a.m. – the additional service provided in domestic trade within the area of Poland indicated by **GLS Poland**, through postcodes, consisting in the delivery of the shipment to the consignee on Saturday by 12:00 a.m.; The service is not available for shipments addressed to chain stores;
- SaturdayService** – delivery on Saturday – the additional service provided in domestic trade within the area of Poland indicated by **GLS Poland**, through postcodes, consisting in the delivery of the shipment to the consignee on Saturday; the service is not available for Shipments addressed to chain stores;
- Force Majeure** – circumstances which **GLS Poland** could not avoid and the consequences of which **GLS Poland** could not prevent, in particular: uprising, revolution, riots, an act

of sabotage, act of terror, act of war, flood, earthquake, fire, storm, governmental act, road blockade, catastrophic precipitation, strike of the employees or subcontractors of GLS Poland or member companies of GLS group;

- **ShopReturnService** – return of the parcel to the customer – the additional service provided in domestic trade and consisting in the return of the parcel by the consignee at the ParcelShop to the address indicated by the customer. The cost of return of the parcel is borne by the customer;
- **ShopDeliveryService** – delivery to the indicated ParcelShop – the additional service, consisting in the delivery of the parcel to the ParcelShop indicated by the customer;
- **Table of Charges** – the list of charges defined in the regulations charged by GLS Poland. The current table of charges is available for all customers at all GLS Poland depot offices and at www.gls-group.eu. GLS Poland reserves the right to amend the table of charges, which will become effective one week after its publication at GLS Poland's website;
- **ThirdAttemptService** – third delivery service – the additional service provided in domestic trade where a third attempt to deliver the shipment is made upon the consignor's written or electronic request;
- **Agreement** – a framework agreement for the provision of the services and additional services concluded by the customer with GLS Poland in writing or by accepting an offer;
- **Additional Service** – an additional activity ordered by the customer related to the service accepted by GLS Poland, for which GLS Poland charges a fee specified in the pricelist; the additional service is only available to the customers who send data electronically.

III. ORDER AND TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES AND ADDITIONAL SERVICES

1. The order for the services and additional services is made when GLS Poland has accepted the shipment for transportation and delivery, together with the shipping confirmation issued by the consignor, on which GLS Poland confirms the acceptance of the shipment. The shipping confirmation serves as the proof of ordering the services and additional services, acceptance of the terms and conditions thereof and the proof of acceptance of the shipment for transportation and delivery; a copy of the document is given to the consignor.
2. GLS Poland undertakes to perform the services in the manner that ensures the following (jointly):
 - a) direct acceptance of the parcel from the consignor,
 - b) tracking of the parcel from the moment of sending until the delivery with the aid of Track & Trace application available at www.gls-group.eu,
 - c) delivery of the parcel within the guaranteed time-limit stipulated in point VIII item 1 or 2 of the regulations, or individually in the agreement concluded with the customer,
 - d) delivery of the parcel directly to the consignee or the person authorised to collect the parcel,
 - e) obtaining the confirmation of collection of the parcel in a written form or electronically.
3. The principle, referred to in point III item 2(d) and (e) shall not apply to the parcels with reference to which the consignee has used the additional service "Leaving the parcel without a signature" as part of **FlexDeliveryService**.
4. GLS Poland will not accept for transportation the parcels the value of which exceeds the equivalent of PLN 6,000.00, unless separate written arrangements between the customer and GLS Poland, made at least 3 (three) working days prior to the sending of the parcel, provide for otherwise. Otherwise it shall be deemed that the actual and total value of the parcel does not exceed the amount of PLN 6,000.00 in any case.
5. The customer commissioning to GLS Poland the provision of the service agrees to have the services and additional services provided pursuant to the provisions of the regulations constituting the general terms and conditions of contracts in the meaning of the provisions of article 384 of the Civil Code. The customer can read the currently applicable version of the regulations at www.gls-group.eu.
6. GLS Poland shall not be bound to follow any oral or written instructions or information placed by the customer or the courier, in particular, on the shipment packaging or on the shipping confirmation, the said instructions or information being contrary to the legal regulations, the agreement or the terms and conditions set forth in the regulations.
7. GLS Poland has the right to refuse to perform the order if this would constitute a breach of law, the agreement or the regulations.
8. The customer may change the instructions concerning the services or additional services in a written form or electronically; in such a case GLS Poland may request a copy of the shipping confirmation. In justified cases, as regards the change of the place of delivery, GLS Poland may accept oral instructions of the customer. In the situations mentioned in the preceding sentences, however, GLS Poland reserves the right not to deliver the shipment within the agreed time-limit and collect a charge.
9. The customer acknowledges that GLS Poland may verify the declared weight and dimensions of the parcel accepted for transportation, determining its actual weight and sizes. Verification constitutes the basis for the determination of a price for the service according to the pricelist and the imposition of a fee on the customer for the overweight parcel (PPW) or the oversize parcel (PGB). The customer hereby consents for weighing and measuring the parcel, and for determining, based on such activities, remuneration due to GLS Poland.
10. The submission of the parcel the dimensions or weight of which exceed those indicated in point II of the regulations and the commissioning of the additional service – **CashService** the value of which exceeds PLN 6,000.00 shall be effected at the sole risk and responsibility of the customer. GLS Poland shall be authorised to return the Shipment in question at the expense of the consignor.
11. Any **CashService** offered to the consignor is offered on the basis and understanding that GLS Poland will act as the consignor's cash collection agent only and GLS Poland does not have the authority to bind the consignor, or to conclude an agreement with the consignee of the **CashService**-parcel on behalf of the consignor. The consignor shall perform its anti-money laundering obligations as required by the applicable law.

IV. REMUNERATION

1. The amount of remuneration of GLS Poland (prices, fees, surcharges, charges) for the provision of the services and additional services as well as for the performance of other activities is specified in the pricelist and the table of charges.
2. GLS Poland reserves the right to annually index prices specified in the pricelist. GLS Poland shall notify all customers of price indexation rules in writing or via e-mail, not later than 30 days before the price changes take effect. The customer shall be entitled to raise objections. The absence of objection, in writing or via electronic mail, within 14 days from the date of sending the appropriate notice specifying the rules of indexation, shall be construed as the customer's consent to new prices. In the event of raising objections, the agreement shall be terminated on the date of entry into force of the indexed prices.
3. The consignor of an international shipment shall be obligated to cover the costs of customs and tax duties as well as import customs clearance in case the consignee fails to make payment in a timely manner.
4. In case the consignor fails to meet the obligation resulting from point VI item 1(l), (m) or

(n) of the regulations, GLS Poland reserves the right to withdraw from the agreement and return the parcel to the consignor, and charge the consignor with all such costs incurred, without informing thereof earlier.

5. GLS Poland has the right to retain any and all shipments accepted by GLS Poland to the Customer's instruction in order to secure all claims of GLS Poland against the customer regardless of the title. GLS Poland may also discontinue the rendering of the services resulting from the agreement until the customer has satisfied all the outstanding obligations.
6. GLS Poland is entitled to put a lien on the shipment in order to secure claims resulting from the agreement from the acceptance until delivery thereof.
7. If the agreement stipulates the deferred term of payment and the customer is delayed with payment of remuneration for the services performed earlier, the remuneration for all services and additional services ordered so far becomes immediately payable, and the remuneration for newly ordered services and additional services is due at the moment of acceptance of the service to be performed by GLS Poland, unless the latter decides otherwise.
8. In the event that the payment for the services and additional services is not made in a timely manner, GLS Poland shall have the right to retain any amounts due to the customer until the payment is made, or to deduct the claim of GLS Poland from the amount due from the customer, in particular the amount due under the **CashService**.
9. GLS Poland shall have the right to calculate statutory interest for untimely payment of the amounts due for the rendering of the services or additional services as provided for in the act of 8 March 2013 on payment dates in commercial transactions (Journal of Laws of 2013, item 403, as amended), and charge the customer with the amounts constituting the costs of collection of the said amounts due.
10. The customer shall not have the right to deduct its claims from the claims of GLS Poland.
11. The customer shall not be entitled, without the written consent of GLS Poland, to transfer its claims against GLS Poland upon any third party.
12. The customer shall be obliged to make available the documents that present its current financial standing upon the request of GLS Poland or credit information agency or insurance company which received from GLS Poland an order to draw up a credit report.
13. GLS Poland shall have the right to suspend the provision of the services until the customer submits security or to terminate the agreement with immediate effect in case it receives information about the problems concerning the solvency of the customer, in particular the economic information about the customer's debt towards third parties, from the institutions established on the basis of the act on making available economic information and exchange of economic data or the act – the banking law, as well as information on filing a bankruptcy petition concerning the customer or restructuring application or information about pending enforcement proceedings against the customer.
14. GLS Poland shall be entitled to suspend the provision of the services until the customer submits security or to terminate the agreement with immediate effect in case the amounts due for the performance of the services or additional services are not paid in a timely manner.
15. Where GLS Poland provides the customer with operational materials in order to handle parcels sent by customers as part of cooperation with GLS Poland, the customer undertakes to use the operational materials solely for this purpose. Once the cooperation has been completed, the customer shall return all unused operational materials to GLS Poland. Should the customer use the operational materials contrary to the purpose hereof, GLS Poland shall charge the customer an appropriate fee for using the operational materials as per the rate specified in the table of charges.
16. The customer is obliged to pay GLS Poland the amount charged to the consignee of the parcel and paid to the customer as part of the additional service called **CashService** if the card holder's (the parcel consignee's) bank used the so-called chargeback procedure. The customer is obliged to pay GLS Poland the said amount within 7 days of receiving the accounting document from GLS Poland. GLS Poland has the right to request the customer to submit explanations or documents that the bank requires to follow the chargeback procedure. The customer is obliged to respond to the GLS Poland's request within the period specified therein.

V. ITEMS EXCLUDED FROM THE SERVICES

1. GLS Poland shall not accept for transportation and delivery any parcels containing the following:
 - a) items the transportation of which is forbidden pursuant to the provisions of law or international agreements, conventions or treaties to which Poland is the party,
 - b) items excluded from air transportation pursuant to the applicable provisions of law in case of combined air or road transportation,
 - c) cash, monetary units, gift vouchers or other payment documents, cheques, debit or credit cards, excise forms, securities, crude metals or precious stones and the products made thereof, jewellery, works of art or articles having an artistic value, antiques and other items, the value of which results from the age, rarity or subjective features thereof, numismatic objects or stamp collections, identity documents, including tickets, registration certificates or stickers related therewith,
 - d) tender documents, commercial offers, accounting documents,
 - e) pre-paid or activation telecommunications cards as well as other cards having similar functions,
 - f) items transported on the basis of a temporary customs clearance document or on the basis of the ATA carnet,
 - g) items which are required to be marked with excise marks,
 - h) items transported with a customs seal,
 - i) living animals or plants,
 - j) commodities requiring a controlled temperature,
 - k) perishable goods or food products within the meaning of the act on food and nutrition safety,
 - l) medical products within the meaning of the act – the pharmaceutical law, components for the production of medical products, drugs and psychotropic and hallucinogenic substances except for those sent for scientific and research purposes by the institutes authorised thereto pursuant to separate legal regulations, subject to the agreement of GLS Poland to perform such a service,
 - m) items requiring specialist phytosanitary tests,
 - n) flammable or explosive materials, caustic substances and other commodities listed in the ADR Convention, weapons or ammunition,
 - o) dried tobacco in the meaning of the act on excise or contaminated alcohol,
 - p) tires in international trade,
 - q) corpses and human or animal corpse remains,
 - r) human or animal organs, body fluids and products of human or animal metabolism,
 - s) personal belongings or resettlement property,
 - t) musical stringed or plucked instruments,
 - u) items, the properties of which may pose threat to people or expose other parcels to destruction, damage, getting dirty etc.,

- v) commodities, the transportation or storage of which requires special conditions (e.g. transportation in a specific position e.g. horizontally, glass, ceramics, TV sets, parts of a car body, other fragile commodities),
 - w) products of animal origin, as referred to in commission regulation (EC) No. 206/2009 of 5 March 2009,
 - x) goods or parcels, the sending of which is prohibited under all applicable sanctions laws, for example because of their contents, their intended recipient or the country to or from which they are to be sent. Legal sanctions include all laws, regulations and orders imposing any sanctions (including trade restrictions and economic sanctions) on countries, individuals or entities or any other organisational units, including without limitation those imposed by the United Nations, the European Union and the member states of the European Union.
2. **GLS Poland** shall not accept the parcels addressed to post box numbers and where the place of delivery indicates a temporary address, including in particular to: hotels, guest-houses, students' houses, hostels, therapeutic centres and sanatoriums, trade fair centres, exhibitions or beaches.
3. **GLS Poland** shall be entitled to terminate the agreement with immediate effect in case the items that are consigned for transportation are the items that are excluded from the provision of services or any other items which are not listed in point V item 1 of the regulations and that pose a threat to life, health or property of any entities.

VI. DUTIES OF THE CUSTOMER

1. The customer undertakes, assures and guarantees that:
- a) the shipment is properly described on the shipping confirmation and that the address of the consignee and consignor is precisely and legibly written and the appropriate address stickers are affixed on the parcels,
 - b) the ordered additional services are marked on the shipping confirmation and on the address sticker,
 - c) the return document covered by the additional service – **DocumentReturnService** is affixed and visible on the parcel,
 - d) the value of the parcel does not exceed the amount indicated in the provisions of point III item 4 of the regulations in any case,
 - e) in case the additional service – **AddOnInsuranceService** is ordered, it obtained from **GLS Poland**, at least 3 (three) days prior to the sending of the parcel, confirmation of the acceptance of the order for the performance of the additional service **AddOnInsuranceService**,
 - f) on the shipping confirmation the shipments for which the additional services are ordered are marked properly,
 - g) on the parcel and the shipping confirmation the consignor's and consignee's telephone numbers are provided, the date of sending is provided and marked properly as **10:00Service**, **12:00Service**, **SaturdayService**, **Saturday10:00Service** or **Saturday12:00Service**, respectively (if applicable),
 - h) the parcel is properly wrapped in such a manner that during the performance of the service it is protected against any loss, shortage or damage; in particular the packaging should be properly closed and secured (in the form of seals, adhesive tapes or stickers etc.) in such a manner that the access to the contents of the parcel is impossible without leaving visible traces as well as it should possess appropriate internal protection making the shifting of the contents of the parcel impossible,
 - i) the parcel does not contain the items excluded from the services that are listed in point V of the regulations,
 - j) the shipment is accompanied by the set of documents required to carry out a proper customs clearance in accordance with the regulations and the specifications of the commodities included in the shipment transported in a combined air and road transportation,
 - k) the data concerning the parcels, services and additional services introduced to the computer system integrated with **GLS Poland**' system shall be transferred electronically to **GLS Poland** not later than on the day of sending the parcels,
 - l) the dimensions of the parcel do not exceed the admissible dimensions provided in point II of the regulations
 - m) the parcel is for the automatic management during handling and sorting,
 - n) the weight of the parcel does not exceed 31,5 kg in domestic trade and 40 kg in international trade.
2. The customer shall release **GLS Poland** from any liability within full scope – that is both from the liability towards third parties and towards the customer – for any damage resulting from culpable or non-culpable breach, by the customer, of the duties stipulated in the provisions of item 1. Further, the customer shall be liable towards **GLS Poland** and third parties for any damage incurred by **GLS Poland** and third parties as a result of culpable and non-culpable breach by the customer of the duties stipulated in the provisions of item 1. The customer shall be obliged to redress any and all damage incurred by **GLS Poland** or third parties as a result of culpable or non-culpable breach by the customer of the duties stipulated in the provisions of item 1, as well as release **GLS Poland** from any obligations towards third parties if they arose as a result of the breach by the customer of the duties stipulated in item 1. The obligations stipulated in this item include also the obligation of the customer to redress damage in the form of administrative penalties and other similar penalties as well as to incur the costs of the proceedings conducted within that scope.

VII. SENDING OF THE SHIPMENT

1. The proof of acceptance of the shipment by **GLS Poland** is the shipping confirmation. The consignor shall receive the copy of that document. In case of discrepancy between the content of the customer's order and the content of the shipping confirmation, information included in the shipping confirmation is binding upon **GLS Poland**, unless the parties stipulate otherwise in the agreement.
2. **GLS Poland** may refuse to conclude the agreement for the provision of the service or withdraw from the performance thereof if the shipment:
- a) contains items excluded from the services stipulated in point V of the regulations,
 - b) fails to comply with the conditions required by **GLS Poland** to conclude the agreement, as determined in point VI of the regulations, and in particular as regards the packaging and designation of the shipment.
3. The acceptance by **GLS Poland** of the shipment for transportation and delivery shall not justify the presumption that the packaging and contents thereof comply with the conditions stipulated in the regulations.
4. **GLS Poland** may accept, for transportation and delivery, the shipment which fails to meet the conditions stipulated in point VI item 1(h) only if the shipment, being wrapped in such a manner, does not pose any threat to other shipments, persons or property. In such a case the customer shall accept the liability for damage that may result therefrom as well as for any damage or shortage of the contents of the shipment during the transportation thereof as well as for delayed delivery thereof resulting from the necessity of protecting the shipment, if any, which shall be effected at the cost of the customer.

VIII. RELEASE OF THE SHIPMENT

1. **GLS Poland** guarantees that the domestic shipment shall be delivered within 3 (three) working days upon the sending of the shipment, unless the additional service **10:00Service**, **12:00Service**, **SaturdayService**, **Saturday10:00Service**, or **Saturday12:00Service** has been agreed upon and marked on the shipping confirmation.
2. As a principle the international shipment is delivered to the consignee at the place of delivery not later than within the time-limit resulting from the pricelist. **GLS Poland** guarantees that the international shipment shall be delivered within the time-limit stipulated in the pricelist extended by 3 (three) working days.
3. The consignee confirms the delivery of the shipment with his personal signature affixed on an electronic device (scanner). The customer agrees that the print-out of the signature of the consignee from the electronic device is used as an exclusive proof of delivery of the shipment by **GLS Poland** and shall not raise any objections as regards the form of the proof only due to the fact that the signature of the consignee is obtained and kept by **GLS Poland** in an electronic form.
4. In the case of the service – leaving the parcel without a signature – as part of the **FlexDeliveryService**, the delivery shall take place when the courier leaves the parcel at the consignee's address, at the location properly protected from unauthorised access, as pointed out by the consignee, to which the latter agrees by providing a relevant statement upon selecting the relevant option. The customer, by providing **GLS Poland** with the consignee's e-mail address, agrees that the consignee will use the **FlexDeliveryService** and redirect the parcel, and will raise no objections to this form of parcel delivery.
5. **GLS Poland** shall be entitled to check the identity of the consignee by comparing the data on the shipping confirmation to the data on the identity documents (e.g. identity card, passport, driving licence).
6. The consignee may not open the parcel before signing the confirmation of delivery and paying any amounts due for the shipment that result from the additional services ordered by the customer.
7. In case any damage or shortage of the contents of the shipment is established before the shipment is released to the consignee, the courier delivering the shipment or the person acting on behalf of **GLS Poland** at the ParcelShop shall immediately draw up a protocol concerning the condition of the shipment (protocol of damage). The consignee may also request that the protocol of damage be drawn up if the consignee claims that the shipment has been disturbed. The protocol of damage shall be signed by the courier or the person acting on behalf of **GLS Poland** at the ParcelShop and consignee, and the consignee shall receive the copy of the protocol.
8. In case the consignee is absent at the place of delivery, the courier of **GLS Poland** shall leave the shipment at the nearest ParcelShop or, upon the consent of the consignee, the courier of **GLS Poland** may release the shipment to a third party, authorised by the consignee, being present in the immediate neighbourhood of the place of delivery indicated by the consignee ("Substitute Delivery"). The immediate neighbourhood shall mean a place (premises) in the same house, building, facilities as the place of delivery or a house, building, structure being nearest to the place of delivery. In case the shipment is left at the nearest ParcelShop, the consignee receives written (advise note) or electronic information about the address of the said ParcelShop.
9. In case the consignee refuses to accept the shipment or if the shipment may not be delivered for other reasons that are beyond the control of **GLS Poland**, **GLS Poland** shall return the shipment to the consignor at the cost of the customer. The amount of the charge for the return of the shipment is equal to the charge for the service.
10. The refusal to pay the amounts due for the shipment by the consignee shall be treated as the refusal to accept the shipment. In such a case **GLS Poland** shall return the shipment to the consignor; the costs of transport of the shipment in both directions shall be borne by the customer.

IX. LIABILITY OF GLS POLAND

1. **GLS Poland** shall be liable for failure to perform or improper performance of the agreement for the provision of services and additional services subject to the principles resulting from the regulations, postal law, carriage law, civil code and other appropriate legal regulations.
2. The service shall be deemed improperly performed if between the acceptance of the shipment by **GLS Poland** for transportation and the delivery thereof any shortage of the contents or damage of the shipment or any delay in the delivery thereof occurs.
3. The service is considered not performed if the shipment is lost after it was accepted by **GLS Poland** for transportation and if it is collected with a sealed mean of transportation – after the parcel was physically registered (scanned for the first time) in the **GLS Poland** system. The parcel is considered lost if it is not delivered to the consignee or to a third party authorised by them (substitute delivery) or if it is not delivered to the place of delivery using **FlexDeliveryService** (return) within 30 days of the date of acceptance thereof by **GLS Poland** for transportation or if it is transported with a sealed mean of transportation – after the parcel was physically registered (scanned for the first time) in the **GLS Poland** system.
4. **GLS Poland** shall not be liable if the loss, shortage of the contents or damage of the shipment or delay in the performance of the service or additional services results in particular from:
- 1) the circumstances of the force majeure,
 - 2) reasons due to the consignor or consignee or a third party used thereby, which are not due to the fault of **GLS Poland**,
 - 3) the properties of the items handed over for transportation,
 - 4) the violation, by the consignor or consignee, of the generally applicable provisions of law or the provisions of the regulations, and in particular as a result of:
 - a) sending, by the consignor, any items under the name being contrary to the actual state of affairs, imprecise or unsatisfactory, which items are not accepted for transportation by **GLS Poland** in accordance with the legal provisions or the regulations,
 - b) the lack of packaging, insufficient or defective packaging of the parcel causing a threat of damage or shortage of the items contained therein,
 - c) insufficient or imprecise marking of the parcel,
 - d) loading, arrangement or unloading of the parcel by the consignor, consignee or by persons acting on the account of the consignor or consignee,
 - e) insufficiency or defective features of the parcels or of numbers thereon,
 - f) any other reasons which are not due to **GLS Poland**.
5. **GLS Poland** shall not be liable for the shortage of the contents of the parcel where the weight of the parcel or the number of items contained therein was not checked thereby at the moment of acceptance for transportation, if the parcel is delivered without any traces of disturbance of the packaging secured by the consignor with a seal, wax seal, Consignor's tape or in any other similar durable manner.
6. **GLS Poland** shall be liable exclusively for actual proved losses incurred by the customer as a result of failure to perform or improper performance of the service or additional services, that is except for lost benefits, profits or income of the customer or a third party, unless they have been caused by intentional fault of **GLS Poland**.

7. In domestic trade the liability of **GLS Poland** is limited to the amount of the usual value of the parcel, the acceptance of which was approved thereby in accordance with the provisions of the regulations.
8. If the damage results from the circumstances being partially due to **GLS Poland**, the liability of **GLS Poland** shall be limited to the scope within which the said circumstances influenced the occurrence of the damage.
9. In domestic trade, subject to item 6 above, the amount of damages for the loss or shortage of the contents of the parcel may not exceed the usual value of the items contained in the parcel. The damages shall be paid out in accordance with the net value of the items, excluding VAT. In case the amount of the damage in domestic trade is established in a foreign currency, the damages shall be calculated in accordance with the average rate of the National Bank of Poland of the said currency on the day of sending the parcel.
10. In case the parcel is damaged the amount of damages shall be established as the amount corresponding to the percentage of the decrease in the value thereof.
11. In addition to the damages determined in items 6, 7 and 10 above and item 18 below, **GLS Poland** shall return the charge for the transportation in full amount – in case of the loss of the parcel, in an appropriate portion – in case of shortage of the contents thereof, and in case of damage – in the amount corresponding to the percentage of the decrease in the value thereof.
12. In case of delayed delivery of the courier parcel, **GLS Poland** shall be obliged to pay damages in the amount not exceeding the double amount of remuneration for the service.
13. In case of delayed delivery of the domestic commodity parcel, if the customer proves that the damage he incurred resulted therefrom, **GLS Poland** shall be obliged to pay damages in the actual amount of the damage incurred, however, not exceeding the double amount of remuneration for the service, the performance of which was delayed.
14. In case of delayed delivery of the international commodity parcel, if the customer proves that the damage he incurred resulted therefrom, **GLS Poland** shall be obliged to pay damages in the actual amount of the damage incurred, however, not exceeding the double amount of remuneration for the service, the performance of which was delayed.
15. **GLS Poland** shall be liable for the loss, failure to use or improper use of the filled in documents that are appended by the consignor to the shipping confirmation, unless it is not at fault. In such a case the liability of **GLS Poland** for proven damage is limited to the amount of remuneration for the service, for the performance of which the documents were appended.
16. In case the consignor withdraws from the agreement for reasons being due to **GLS Poland**, the liability of **GLS Poland** for the proven damage thereunder shall be limited to the amount of remuneration for the service, the performance of which was abandoned by the consignor.
17. In domestic trade **GLS Poland** shall be liable up to the amount stipulated in the provisions of point III item 4 and point VI item 1(d) of the regulations, unless **GLS Poland** agreed in writing to the transportation of the parcel with the higher value prior to the sending of the parcel.
18. In international trade the liability of **GLS Poland** for the loss, damage or shortage of the contents of the parcel may not exceed the amount of SDR 8.33 per each kilogram of the missing gross weight, however, not more than the actual value of the parcel. The above-mentioned amount shall be translated into zlotys in accordance with the average rate of the National Bank of Poland as at the date of sending the parcel.
19. If the customer took advantage of **AddOnInsuranceService**, **GLS Poland** shall be liable up to the amount of the limit to which **GLS Poland** agreed in writing prior to the sending of the parcel.

X. LIABILITY FOR ADDITIONAL SERVICES

1. Subject to point X item 2 and item 3, if as a result of failure to perform or improper performance of any of the additional services the customer incurs damage, **GLS Poland** shall be obliged to pay damages up to the amount of the remuneration for the additional service, the non-performance or improper performance of which caused damage to the customer.
2. As regards the performance of the additional service – **CashService**, should the customer prove the damage incurred, **GLS Poland** shall be liable for the performance of the service in question up to the amount to collect which it was obliged under the ordered Additional service – **CashService**, with the reservation that the amount that was not collected from the consignee does not constitute the damage.
3. **GLS Poland** shall be obliged to hand over to the customer the amount collected under the additional service – **CashService**, within 7 working days of the date of collection thereof from the consignee, however, the date of payment shall be the day on which the bank account of **GLS Poland** is debited.

XI. LIABILITY OF THE CUSTOMER

1. The customer shall be liable towards **GLS Poland** for any damage caused to persons, equipment, other parcels as well as for any costs resulting from:
 - a) providing, on the shipping confirmation or in any other form, indications and statements being contradictory to the actual state of affairs, imprecise, insufficient or entered in an inappropriate place as well as for the lack of the required documents or if the required documents are incomplete or incorrect,
 - b) the defective condition of the shipment, the lack of packaging or defective packaging of the parcel or improper performance of loading activities.
2. The customer shall be liable towards **GLS Poland** for improper filling in by the consignor of the documents on the basis of which the service is to be performed, including the entering of the data being contradictory to the actual state of affairs, imprecise, incomplete or data entered in inappropriate places. The customer shall also be liable for the lack of the required documents, if the reason for the lack of the documents is due to its fault. The customer shall also be liable for erroneous or imprecise information provided to **GLS Poland** in any other form.
3. In case the customer fails to meet the obligation mentioned in point VI item 1(k), **GLS Poland** shall not be liable for the performance of the service or additional services and reserves the right to keep the parcel until it receives proper data.

XII. ASSERTING CLAIMS. COMPLAINTS

1. Any claims for improper performance of the agreement for the provision of the service shall expire as a result of acceptance of the parcel without reservations. This, however, shall not apply to claims for shortages or damage of the parcel being invisible at the moment of release and reported in writing by the consignee (or the consignor in case of the return of the parcel) to **GLS Poland**, not later than within 7 (seven) days of the date of acceptance of the parcel, provided, however, that the customer proves that the damage was caused between the time of acceptance of the parcel for transportation and the moment of release of the parcel.
2. Any complaints for non-performance or improper performance of the agreement for the provision of the services or additional services may be lodged only by the customer

who ordered the performance thereof. The complaints lodged by other persons shall be returned thereto with an instruction concerning the person entitled to lodge complaints. The complaints shall be lodged in writing at the address of the **GLS Poland** registered office or by e-mail via the ADE-Plus system within 30 (thirty) days, and in case of the loss of the parcel – within 45 (forty-five) days of the date of acceptance of the parcel by **GLS Poland** for transportation, but no later than within 12 (twelve) months of the date the shipment was made.

3. The complaint shall be considered within 30 (thirty) days of the date of the lodging thereof.
4. If the complaint is lodged by another person than the customer who ordered the service, such a person should attach a document concerning the transfer of rights or a power of attorney. This shall not apply to the insurance company raising a recourse claim against **GLS Poland**.
5. The complaint should contain:
 - a) designation of the company, registered seat and address of the person lodging the complaint as well as the number of the bank account onto which the damages, if any, should be transferred,
 - b) the amount of the claim together with a justification,
 - c) appropriate documents substantiating the amount of the claim (the original VAT invoice or a copy certified to be true to the original, calculation of the costs of production, other documents confirming the amount of the claim),
 - d) a copy of the shipping confirmation,
 - e) a copy of the protocol of the condition of the shipment/a copy of the protocol of damage.**GLS Poland** may request that the person lodging a complaint present additional documents necessary to consider the complaint and, in particular, photo documentation.
6. If the complaint is lodged by an unauthorised person or the complaint fails to meet the conditions stipulated hereinabove in item 5, **GLS Poland** shall request that the person lodging the complaint supplement the complaint. The time-limit stipulated in point XII item 3 shall be suspended until the complaint is supplemented by the person lodging the complaint.
7. **GLS Poland** shall notify the person lodging the complaint about the result of considering the complaint.
8. In case the shipment is damaged, the customer shall be obliged to leave it at the disposal of **GLS Poland** until the completion of the complaint proceedings.
9. As regards the matters which have not been regulated in these regulations, courier shipments shall be governed by the appropriate provisions of the postal law and any secondary legislation issued thereunder, and by the appropriate provisions of the carriage law and of the regulation of the ministry of transportation and building on determination of the condition of shipments and complaint proceedings – with regard to commodity shipments.
10. The lodging of the complaint shall not release the customer from the obligation to pay the amount due for the performance by **GLS Poland** of the services and additional services.

XIII. PERSONAL DATA PROTECTION / INFORMATION ON THE PROCESSING OF PERSONAL DATA

1. **GLS Poland** is the controller of personal data of the customer, their employees, the consignor and their employees and the consignee and the persons acting on their behalf, processed by **GLS Poland** in relation with the services or additional services.
2. **GLS Poland** gathers personal data from the customer who shares the said data with **GLS Poland**.
3. Provision of personal data is voluntary, however it is required for proper performance of the services or additional services.
4. **GLS Poland** processes personal data for the purposes of the conclusion and performance of the agreement for the provision of the services and additional services, asserting rights and claims related to the services and additional services, making summaries, analyses and statistics, verifying creditworthiness, direct marketing and performing legal obligations.
5. The legal basis for the processing of personal data are provisions of article 6 section 1(b), article 6 section 1(c) and Article 6 section 1(f) of the GDPR, however the reasonable interest of **GLS Poland** is the possibility of asserting rights and claims, making analyses and statistics, evaluating the quality of services provided and direct marketing.
6. **GLS Poland** processes the following types of personal data: identification data, address data, contact information and additional data enabling identity verification in the case of the **IdentService**.
7. **GLS Poland** enables contact with the personal data protection inspector at the following address: Data Protection Officer, **GLS Poland**, ul. Tęczowa 10, Głuchowo, 62-052 Komorniki, e-mail: DataProtection@glspoland.com.
8. More about personal data protection at **GLS Poland**: glspoland.com/dataprotection.

XIV. LIQUIDATION OF SHIPMENTS

In cases stipulated in the legal regulations **GLS Poland** shall be entitled to liquidate the shipment by the sales, gratuitous handover or destruction thereof. **GLS Poland** shall be obliged to notify the customer in writing about the planned liquidation of the Shipment, giving the customer a 14-day time-limit to present a written instruction concerning the indicated Shipment, the said time-limit counting from the date of delivery of the notification. Should the customer fail to provide a written instruction within the said time-limit, **GLS Poland** shall liquidate the shipment. Means obtained from the liquidation shall be paid out to an authorised person upon deduction of the amounts due to **GLS Poland**, including the costs of liquidation.

XV. FINAL PROVISIONS

1. The currently applicable Regulations and the Table of Charges together with each change thereof are available at the seat and all depots of **GLS Poland** as well as at www.gls-group.eu.
2. Any and all disputes resulting from the agreement and these regulations shall be resolved by the common courts of law in Poznań.
3. For matters not regulated in these regulations, the appropriate provisions of the postal law, carriage law, CMR convention and the civil code shall be applicable.
4. **GLS Poland** shall inform all its customers about changes in these regulations in writing or electronically not later than 14 days before the regulations become effective. The customer shall have the right to raise an objection. The lack of an objection made in writing or electronically within 10 days of the date of sending the new regulations shall mean that the customer accepts them. If an objection is lodged, the agreement is terminated as of the day on which the new regulations become effective. The customer undertakes to familiarize himself with the new regulations each time upon the receipt of the notification about the change thereof.
5. The regulations become effective on 1 November 2018. On this date, the current regulations of **GLS Poland** of 25 May 2018 are revoked.