

GENERAL TERMS AND CONDITIONS OF THE AGREEMENT

1 General Terms and Conditions

1.1. General provisions are applied in the part not covered by the Statute and the Agreement concluded between the Operator and the Client.

1.2. For the purposes of the concluded Agreement, the Parties to the Agreement agree that the terminology used in the Agreement is used for the purposes of specific Services ordered under the Agreement, the definitions contained in the current Statutes for the provision of services - hereinafter "Statutes", the current version of which is available on the website: <https://novapost.com/en-pl/more/offer> (hereinafter "Website").

The Parties to the Agreement agree that any future changes in the name of the above Statutes, its consolidation into one document or division into several documents shall not affect the validity of the term "Statutes" under the Agreement, which shall mean any contractual templates of the Operator regulating the principles of provision of Services offered by the Operator to the Client on the basis of the Price List, unless such templates state that they do not apply to the Agreement concluded with the Client.

1.3. The Charter shall apply to the extent not regulated by the Agreement or the General Terms and Conditions of the Agreement. In the event of any discrepancies between the content of the Agreement and the content of the Charter or the General Terms and Conditions, the provisions of the Agreement shall prevail. The Rules do not apply to the Client to the extent that they apply to Consumers.

2 Duties and responsibilities of the Parties to the Agreement

2.1. The Operator shall perform the Agreement with the help of subcontractors and shall be liable for their actions and omissions as for his/her own actions or omissions.

2.2. The Customer is obliged to read the catalogue of prohibited items that shall not be included in the Parcel in accordance with the applicable law and the Statutes.

2.3. The Client has no right to include in the Parcel items that are prohibited for transportation in

accordance with the current legislation and the Statues, or to use the Operator's services for the transportation of such items.

2.4. The data of the Sender and the Recipient of the Parcel entered by the Client must be true.

2.5. The Customer is obliged to hand over the Parcel together with the full set of documents required for customs clearance and the Customer is liable for all the risks connected to the completeness, truthfulness and timeliness of the submitted documents.

2.6 The Agreement shall apply exclusively to the Parcels sent on the basis of this Agreement.

The terms and conditions of the Agreement along with the prices, do not apply to the Parcels sent by the Client on the basis of other agreements, as well as to parcels paid for in cash, the prices for which are regulated in accordance with the Price List intended for consumers.

3 Payment for the Services

3.1 The Operator has the right to calculate the fee for the Services based on the volumetric weight of the parcel if it exceeds the actual weight, i.e. the weight of the parcel in actual kilograms.

3.2. The Customer agrees that VAT invoices will be issued and sent together with the specification of the Services provided in the manner specified in the Agreement. The Parties to the Agreement shall consider sending an e-mail to the Client's e-mail address specified in the Agreement as delivery of the VAT invoice.

3.3. In case of delay in payments for the Services provided under the Agreement, the Customer shall be entitled to order the Operator's Services exclusively for cash payment in accordance with the Price List for Consumers without the right to receive any discounts and discounts for wholesale services provided for in the Agreement.

4. Liability of the Parties to the Agreement and Force Majeure Events

4.1 The Parties to the Agreement shall consider any events that are extraordinary, external and which are impossible for either Party to the Agreement to rationally foresee and avoid (the

"Force Majeure Events").

4.2 The following events shall be deemed to be Force Majeure Events:

- 1) a natural disaster (including, for example, lightning strike, drought, fire, earthquake, volcanic eruption, landslide, flood, storm)
- 2) war, declared or undeclared military operations, acts of terrorism, invasion, sabotage, requisition, expropriation, nationalisation of property or embargo,
- 3) rebellion, revolution, uprising, military or civil coup, civil war,
- 4) radioactive contamination by any nuclear fuel or any nuclear waste resulting from the combustion of nuclear fuel, due to radioactive, toxic, explosive or other dangerous effects of any explosive nuclear mixture or nuclear components of such mixture, ionising radiation,
- 5) riots, civil disturbances, general strikes (subject to paragraph 3), lockouts,
- 6) an aircraft crash,
- 7) violation of public order,
- 8) explosions, including of ammunition, explosives, flammable materials,
- 9) epidemics, pandemics or countermeasures taken by any state authorities to prevent epidemics or pandemics, or other emergency measures taken by state authorities related to the situation in a certain part of the country that prevents the proper fulfilment of the obligations under the Agreement.

4.3. For the avoidance of doubt, force majeure shall not include the following events: (a) judicial action by the authorities, unless such action is taken to limit or eliminate the force majeure (b) strikes by employees or subcontractors, but not employed by the Party to the Agreement intending to invoke force majeure, (c) any change in the financial position of either Party to the Agreement, unless it is the result of force majeure, (d) extreme weather conditions.

4.4. In the event of a force majeure event, the Party to the Agreement affected by this event and unable to fulfil the obligations of the Agreement shall notify the other Party to the Agreement thereof.

5. Term of the Agreement and its termination

5.1. The Operator has the right to immediately terminate the Agreement or suspend the delivery of services in case of gross violation of the provisions of the Agreement, in particular

1) the Customer is in default of payment of the remuneration due to the Operator for more than 1 calendar month,

2) the Customer is in default of payment of the remuneration due to the Operator for any two billing periods,

3) the Customer repeatedly violates the provisions of the Statutes,

4) the Customer violates any of the the provisions of the the Agreement,

5) There is a reasonable suspicion of a violation of the law.

5.2. If the Client ceases to carry out any business activity (in relation to individuals, in particular: he/she is excluded from the CEIDG (Central Register and Information on Economic Activity; register of economic activity) or suspends his/her activity and will not carry out activities in the form of civil code partnership, and in relation to entities entered in the National Court Register – if he/she is excluded from this register or suspends his/her activity), the Agreement shall be terminated upon receipt by the Operator of information from the Client, submitted exclusively in writing, and any other form of submission of information shall be deemed invalid, on the termination of business activity or receipt by the Operator of information on the termination of business activity by the Client. The Agreement may be immediately terminated by the Operator upon receipt of information about the termination of the Client's business.

5.3. In case of death of the individual with whom the Agreement was concluded, the Agreement shall terminate on the day of death of the individual, which shall be confirmed by a death certificate.

5.4. The Operator states that for reasons related to the activation and operational settings of the Client as a Party to the Agreement, the possibility for the Client to order Services under the Agreement may be delayed for up to 5 (five) business days from the date of its conclusion, which shall not be deemed as non-performance or improper performance of the Agreement by the Operator and shall not be the basis for the Client to file claims against the Operator.

6. Dispute resolution

6.1. The Parties to the Agreement shall seek to resolve any disputes arising out of this Agreement amicably.

6.2. In the absence of an amicable agreement, the competent court for all disputes related to this Agreement is the court whose jurisdiction extends to the location of the Operator.

6.3. The liability of the Operator shall be limited in accordance with the provisions of the Statutes.

7. Confidentiality

7.1. During the term of the Agreement and for three years after its termination, both Parties to the Agreement shall not disclose any information considered confidential (in accordance with the Act on Combating Unfair Competition of 16 April 1993, published in the Journal of Laws no. 47, subsection 212, as amended) that may become known to the Parties to the Agreement in the course of the performance of the Agreement.

7.2. For the purposes of this Agreement, confidential information shall mean any information provided to the Party to the Agreement that is not publicly available. The Parties to the Agreement shall consider any information to be publicly available only if it has become publicly available by public announcement, publication, or disclosure in any other way with the written consent of the Party to the Agreement.

7.3. The Client shall not disclose to third parties any financial information relating to the Agreement or the Statutes.

8. Conclusion, amendment, and termination of the Agreement

8.1. The Parties to the Agreement conclude the Agreement in writing or using a qualified electronic signature. Evidence of actual and legal actions in digital form is recorded in the form of a certificate. The Parties to the Agreement agree to conclude the Agreement in the

above-mentioned form and to be able to download electronic files containing the Agreement and a certificate confirming its conclusion on the day of the conclusion of the Agreement if the Agreement is concluded in digital form.

8.2. The Client can terminate the Agreement or refuse it only in writing. Any other form of refusal shall be deemed invalid. Termination of the Agreement or its refusal by the Operator is possible in writing, electronically and in the form of a document – an email sent to the Client's address specified in the introductory part of the Agreement.

9. Other terms and conditions

9.1. If, prior to the conclusion of the Agreement, the Parties to the Agreement were bound by another agreement, the subject of which was identical or similar to the subject of this Agreement, such agreement shall be deemed terminated by mutual agreement of the Parties to the Agreement at the time of conclusion of this Agreement.

9.2. In the event of a change in the contact information of the Parties to the Agreement, including email addresses, the Party to the Agreement whose contact information has changed must immediately notify the other Party to the Agreement of these changes in writing or by email. Any other form of notification shall be deemed invalid. The Party to the Agreement that fails to provide the above information is fully liable for the risks and consequences of failure to comply with this obligation. The assignment of any correspondence based on contact data, the change of which has not been notified to the other Party to the Agreement in accordance with the procedure specified in this clause, is deemed actual.

9.3. The Parties to the Agreement also agree to exchange correspondence between them, including notice of payment, by e-mail.

9.4. The Operator has the right to unilaterally amend the Charter or the Price List or Appendix No. 4 in the following manner. In case of any changes to the documents, the Operator will notify the Client of the changes on the Website, and in case of changes to Appendix 1 (the "Price List") the Operator will notify the Client by a separate e-mail before the changes to the above

documents become in effect, and the Client has the right to immediately terminate the Agreement within 7 days from the date of receipt of the information about the change if he/she does not agree with the content of the changes to Appendix 1. If the Client fails to provide information on the termination of the Agreement within the period specified in the previous sentence, it shall be deemed that the Client has accepted the amendments. Any termination of the Agreement shall be made exclusively in writing. Any other form of termination of the Agreement shall be deemed invalid.

9.5. The Customer shall not be entitled to terminate the Agreement under Clause 9.4. above if:

- 1) The change in the Statues or Appendix no. 1 is related to the addition of new, additional services to those already provided for in the Agreement,
- 2) Amendments to the Statues apply to provisions that do not apply to the Client, in particular provisions regarding Consumers, or changes to any Services not covered by the Agreement.
- 3) Amendments to the Statues, Appendix no. 1 are a direct result of changes in any provisions of generally applicable law, including the Postal Act or the Transport Act, or as a result of any court decisions issued to the Operator by public authorities or a court of general jurisdiction, and are related to the need to adapt the content of the Statues, Appendix No. 1 to the changed provisions of law or the content of these court decisions.
- 4) Amendments to the Statues or Appendix no. 1 are related to the reduction of prices for the Services provided by the Operator, including amendments related to the provision of discounts.
- 5) Amendments to the Statues, Appendix no. 1 are only of an auxiliary nature, which consists in correcting obvious typographical, calculation or other errors, in particular incorrect numbering, references or incorrectly used definitions,
- 6) the Amendments to the Statues, Appendix no. 1 grant new rights to the Client or extend its existing rights.

9.6. In addition to the discounts specified in the Price List, the Operator may provide the Client with additional discounts on the prices of services provided for in the Agreement, which shall not be deemed a change to this Agreement. The Parties may also determine the above discounts by

concluding separate agreements or contracts. For the avoidance of doubt, the provisions of this clause shall not be deemed as an obligation of the Operator to provide the Client with additional discounts and shall not result in any claims of the Client to the Operator regarding their provision.

9.7. In connection with the provision of postal services to the Client by the Operator within the meaning of the Law on Postal Services dated 23 November 2012, the Operator, as a postal operator entered in the register of postal operators controlled by the President of the Office of Electronic Communications under the number B-00749, as an independent personal data administrator, processes the data provided to it under this Agreement in accordance with the law on personal data. According to the above, in accordance with the applicable law, a separate agreement on the authorization of personal data processing between the Operator and the Customer is not required.

9.8. The Parties to the Agreement undertake to fulfil the obligations to provide information in relation to the persons employed by them (regardless of the legal basis of employment), whose personal data will be disclosed for the purpose of fulfilment of this Agreement, in accordance with Article 14 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 (General Data Protection Regulation), on behalf of the Parties to the Agreement, within the period specified in this provision. Information on data processing by the Operator can be found at:

<https://novapost.pl/>.

9.9. The personal data of individuals received by the Parties to the Agreement in the performance of this Agreement may be processed in accordance with the purposes of this Agreement during the term of this Agreement and after its termination only in accordance with 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).

9.10. The Operator may transfer all rights and obligations under the Agreement to any company that is in a relationship of dependence, dominance, or affiliation with the Operator within the meaning of the Code of Commercial Companies for the moment of concluding the Agreement without the Client's separate consent. By entering into the Agreement, the Client agrees that the rights and obligations of the Operator under this Agreement may be transferred to any of the companies listed in the first sentence. The Operator shall immediately notify the Client of any transfer or date of transfer of rights and obligations under this clause.