

# REGULATIONS ON THE PROVISION OF SERVICES

in force in NOVA POST POLAND Sp. z o. o dated on January 8, 2024

## 1. GENERAL PROVISIONS

1.1 These regulations define the terms of postal services and freight brokerage of NOVA POST POLAND Ltd. (hereinafter referred as to “Operator”)headquartered at the following address: 15 Mineralna Street, 02-274 Warsaw, entered in the register of entrepreneurs of the National Court Register by the District Court of the Capital City of Warsaw in Warsaw, 14th Commercial Section of the National Court Register under registration number NSR 0000611957, with TIN: 5272765848 and RNG 364176702, authorized capital: PLN 23 868 650.00.

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

1.13 Parcel shipment form – the form provided by the Service Receiver's Operator when ordering the Postal Service and concluding the Postal Service Agreement;

1.14 Business customer – a customer of the Operator that uses the Operator's services within the framework of its business activities;

1.15 Consumer – a natural person who performs a transaction with the Operator that is not directly related to his/her business or professional activities;

1.16 Sender – a person who has concluded a Postal Service Agreement with the Operator;

1.17 Branch – the facility of the Operator where it is possible to send and receive the Parcels, including a Branch run by an authorized person acting on behalf of the Operator;

1.17.1 Operator – the Company; if the context so provides, “Operator” also means an authorized person acting on behalf of the Operator;

1.18 Parcel Locker – a machine that allows sending and picking up Parcels from Parcel Lockers using the access data provided by the Operator;

1.19 Postal Service Act - Postal Service Act dated November 23, 2012, as amended;

1.20 Transportation Act – Transportation Act dated November 15, 1984, as amended;

1.21 Postal transfer – an order for an operator to deliver a specified amount of money to the addressee;

1.22 Money transfer is a payment service that is based on the acceptance of funds by an authorized person and their transfer to the recipient specified by the payer;

1.23 TryPay - TryPay S.A. headquartered in Wrocław, 10/5 Pavla Włodkowicza Street, registered by the district court of Wrocław-Fabryczna, Commercial Department under KRS number 0000412103, being a National Payment Institution with permit number IP25/2014;

1.24 Parcel – a parcel with the indication of the Addressee and address, submitted for acceptance or received by the Operator for transportation and delivery to the Addressee, which is a Postal parcel or Courier dispatch;

1.25 Courier dispatch – a dispatch which is not a postal parcel;

1.26 Postal parcel – a parcel which is a postal parcel or a mailing within the meaning of the Postal Service Act;

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

1.27.1 Company – “NOVA POST Sp. z o.o.,” headquartered at the following address: 15 Mineralna Street, 02-672 Warsaw, entered in the register of entrepreneurs of the National Court Register by the District Court of the Capital City of Warsaw in Warsaw, 14th Commercial Section of the National Court Register under registration number NSR 0000611957, with TIN: 5272765848 and RNG 364176702, authorized capital: PLN 23 868 650.00;

1.28 Website of the Operator, Website – the official website of the Operator at novapost.pl;

1.29 Postal Services Agreement – the agreement between the Service Recipient/Sender and the Operator under which the Operator provides postal services to the Service Recipient;

1.30 Web Frame – a technological solution in the form of an interactive web element, which is used to integrate with another technological solution via API or other means to ensure effective interaction between them;

11.31 Intermediary Services Agreement - the contract between the Consumer/Sender and the Operator, under which the Operator provides Intermediary services for the carriage of goods;

11.32 Postal service – service of delivery of postal items on the territory of the Republic of Poland and in international transport;

1.33 Postal services – postal services within the meaning of the Postal Service Act, provided by the Operator under the Regulations;

1.33.1 Intermediary services – services for delivery and transportation of parcels, except for postal parcels, within the meaning of the Postal Service Act;

1.34 Service Recipient – a business customer or consumer who uses the services of the Operator and orders a Postal service or an additional service.

## **2. CATALOG OF POSTAL SERVICES PROVIDED**

2.1 The operator provides the following postal services:

Processing, sorting, and delivery of Postal parcels, including items with a declared value within the meaning 2.1.1 of the Postal Service Act;

2.1.2 acceptance, sorting, and issuance of unaddressed printed forms;

2.1.3 The forwarding of Postal parcels and unaddressed printed forms, if performed in conjunction with at least one of the activities referred to in a or b above;

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

2.2 The Operator provides a basic service, which consists of the delivery of Postal parcels within Republic of Poland and international transport in the following variants:

2.2.1 Address–Address – receiving a parcel at the Sender's address and its delivery to the Recipient's address.

2.2.2 Branch–Branch – receiving a parcel from the Sender at the branch in the Sender's city and delivery of this parcel to the Recipient at the branch in the Recipient's city.

2.2.3 Branch–Address – receiving a parcel from the Sender at the branch in the city of the Sender and its delivery to the address of the Recipient.

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

2.2.5 Branch–Parcel Locker – receiving a parcel from the Sender at the branch in the city of the Sender and delivering it to the Recipient's Parcel Locker.

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

2.2.7 Parcel Locker–Branch – receiving a parcel from the Sender at the Parcel Locker in the Sender's city and delivering the parcel to the Branch in the city specified as the Recipient's city;

2.2.8 Parcel Locker–Address – receiving a parcel from the Sender in the Sender's city and delivery of the parcel to the Recipient's address.

2.3 The Operator shall provide the following intermediary services for the carriage of goods:

2.3.1 Collection, sorting, and delivery of Courier dispatch, including those with declared value;

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

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

2.4 The operator provides intermediary services for the carriage of goods, consisting of the organization of transportation of courier dispatches within the territory of the Republic of Poland and in international transport in the following variants:

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

2.4.2 Branch–Branch – receiving a parcel from the Sender's branch in the Sender's city and delivery of this parcel to the Recipient's office in the Recipient's city.

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

2.4.4 Address–Branch – receiving a parcel from the Sender at the address in the Sender's city and delivering the parcel to the Branch in the city specified as the Recipient's city.

2.4.5 Branch–Parcel Locker – receiving a parcel from the Sender at the Sender's city and delivering the parcel to the Parcel Locker in the Recipient's city;

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

2.4.7 Parcel Locker-Branch – receiving a parcel from the Sender at the Parcel Locker in the Sender's city and delivering the parcel to the Branch in the city specified as the Recipient's city;

2.4.8 Parcel Locker–Address – receiving a parcel from the Sender at the Parcel Locker in the Sender's city and delivering the parcel to the address of the Recipient;

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

### **3. GENERAL CONDITIONS OF POSTAL SERVICES AND INTERMEDIARY SERVICES FOR THE CARRIAGE OF GOODS**

3.1. The Operator shall use the same network of Branches and Parcel Lockers for the provision of Postal services and Intermediary services for the carriage of goods.

3.2 Postal services shall be provided by the Operator to Consumers and Business clients.

3.3 Cargo intermediary services for the carriage of goods shall be provided by the Operator to Consumers and Business clients.

3.4 The Operator shall provide services within the period indicated on the Website for this type of service.

3.5 The Operator provides services on the territory of the Republic of Poland and in international trade, in countries, information about which is placed on the Website.

3.6 The conclusion of the Postal Services Agreement is deemed to be valid the moment the Operator accepts the Postal parcel for transportation and delivery. The Postal Services shall be sold under the Pricelist for postal services published on the Website.

3.7 The conclusion of the Intermediary Services Agreement shall be made by accepting the courier dispatch by the Operator to organize its transportation and delivery. Intermediary Services Agreement shall be carried out under the Pricelist for intermediary services for the carriage of goods published on the Website.

3.8 Acceptance and delivery of the Parcel shall be performed on business days.

3.9 The agreement for the provision of postal services concluded by the Operator with the Customer who is a Consumer shall be a distance agreement within the meaning of the Consumer Rights Law. The Service Recipient, who is a Consumer, shall have the right to cancel the concluded Postal Services Agreement within 14 days from the date of its conclusion unless it has been executed by the Operator. The Service Recipient, who is a Consumer, may withdraw from the Postal Services Agreement by submitting by a statement of withdrawal in writing by e-mail to support@nova-poshta.pl, support@novapost.pl, or via the Website.

3.10 The Intermediary Services Agreement concluded by the Operator with the Customer, who is a Consumer, shall be a distance agreement within the meaning of the Consumer Rights Act. The Service Recipient, who is a Consumer, shall have the right to cancel the concluded Postal Services Agreement within 14 days from the date of its conclusion unless it has been executed by the Operator. The Service Recipient, who is a Consumer, may withdraw from the Postal Services Agreement by submitting by a statement of withdrawal in writing by e-mail to support@nova-poshta.pl, support@novapost.pl, or via the Website.

3.11 The availability of delivery to the Parcel Lockers and sending from the Parcel Locker is reported on the Website according to the list of available Parcel Lockers. The Operator does not guarantee the availability of Parcel Lockers in a particular territory.

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

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

### 4.1. General rules for Parcel

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

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

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

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

4.1.5 If it is necessary to declare the value of the parcel by the Sender to perform the Postal services or Intermediary services for the carriage of goods, this value must correspond to the actual value of the contents of the Parcel. The declared value of the Parcel may affect the price of the Postal service under the applicable Pricelist for postal services or Pricelist of intermediary services for the carriage of goods.

4.1.6 The Sender of the Parcel shall specify the address of the Recipient or the address of the Parcel Locker or Branch, to which the Parcel shall be delivered. The Sender is liable for the correctness of the data specified for delivery by the Operator.

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

4.1.8 After placing the order for the Postal services or Intermediary services for the carriage of goods via the Website, the Customer gets an opportunity to create an address label, which he/she must place on the package of the Parcel.

4.1.9 The Service Recipient adds to the Courier dispatch an Address label generated at the time of ordering.

Any marking applied by the Sender to the package of the Parcel shall not cover the address label and may not contain any content prohibited by law.

4.1.10. Any marking applied by the Sender to the package of the Parcel shall not cover the Address label and may not contain any content prohibited by law.

4.1.11. The Sender shall pay for the Postal Service or the Intermediary services for the carriage of goods in advance according to the selected type of Postal Services or Intermediary services for the carriage of goods and the Pricelist using the payment methods available on the Website, except for the cash on delivery, paid on the conditions specified by the Regulations. The Operator shall not be liable for the Sender's or the Recipient's inability to pay for Postal services or the Intermediary services for the carriage of goods using any of the payment methods indicated as available if such inability results from technical problems beyond the control of the Operator, restrictions established by banking or financial institutions, used by any of the Parties or restrictions established by applicable law.

4.1.12. The Operator shall refuse to enter into the Postal Services or the Intermediary Services Agreement or may withdraw from the agreement if:

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

4.1.13. The Operator shall have the right:

- a. to refuse to enter into the Postal Services Agreement if the Postal parcel does not meet the conditions required to enter into the Postal Services Agreement as determined by the Operator of postal services;
- b. to refuse to enter into the Intermediary Services Agreement if the courier dispatch does not meet the conditions required to enter the Intermediary Services Agreement as determined by the Operator;
- c. to refuse from the Postal Services Agreement if the Postal parcel does not meet the conditions specified in the Postal Services Agreement;
- d. to refuse from the Intermediary Services Agreement if the courier dispatch does not comply with the condition outlined in the Intermediary Services Agreement.

4.1.14. If the Operator withdraws from the Postal Services Agreement for the reasons specified above, the accepted Postal parcel shall be returned to the Sender at his expense and the fee for the postal service shall be refunded.

4.1.15. If the Operator, for the reasons stated above, withdraws from the Intermediary Services Agreement, the accepted courier dispatch shall be returned to the Sender at his expense and the fee for intermediary services shall be refunded.

4.1.16. The Operator who has concluded the Postal Services Agreement or Intermediary Services Agreement with the Sender shall indicate the received Parcel with the information about acceptance of payment for postal services, or the method of its payment and shall mark it.

4.1.17. The Parcel that cannot be delivered to the Addressee shall be returned to the Sender by the Operator who has concluded the Postal Services Agreement or the Intermediary Services Agreement with the Sender. For actions related to the return of the Parcel, the Operator may demand payment of remuneration in the amount specified in the Pricelist for postal services or the Pricelist for intermediary services for the carriage of goods or corresponding to the incurred costs of handling the return.

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

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

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

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

## 4.2. Size and weight of the parcel

4.2.1. The price of the Postal service may depend on the weight and size of the Parcel under the Pricelist for postal services.

4.2.2. The price of the intermediary services for the carriage of goods may depend on the weight and size of the courier cargo according to the Pricelist for intermediary services for the carriage of goods.

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

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

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

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

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

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

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

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

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

4.2.8. There are different sizes of courier dispatches, on which the cost of the Postal Service according to the Pricelist for freight intermediary services may depend:

4.2.8.1 Parcel with a weight (actual or volumetric) over 20 kg.

### 4.3. Parcel

4.3.1. Parcels can be accepted by the Operator at the Branch, Parcel Locker and at the address specified by the Sender.

4.3.2. The Service Recipient who wishes to send a Parcel fills out a Parcel shipment form through the Website and pays the service fee.

4.3.3. In case the Service Recipient sends a Parcel with a choice of collection or delivery time interval, this may be an additional service, which is paid under the Pricelist for postal services or the Pricelist for intermediary services for the carriage of goods.

4.3.4. After completing the Parcel shipment form, the Service Recipient shall generate and print the address label, which shall be placed on the Parcel in a visible place.

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



4.3.6. When filling out the Parcel shipment form, the Recipient receives the number of the Parcel, by which it is possible to get information about the status of the Postal service or intermediary services for the carriage of goods.

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

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

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

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

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

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

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

4.3.14. In case of refusal and/or discovery of prohibited contents of the parcel, the Operator's representative shall have the right to refuse the Postal Service or intermediary services for the carriage of goods.

4.3.15. The Sender shall provide information to formalize the parcel under these Regulations.

#### 4.4. Detailed conditions of sending the Parcel at the Branch

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

4.4.2. The Sender is obliged to inform the Recipient of the number of the address label, and the date of delivery and familiarize the recipient with these Regulations.

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

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

#### 4.5. Detailed conditions of collection of the Parcel at the specified address

4.5.1. The collection of the Parcel by the Operator at the address specified by the Service Recipient is possible after prepayment for the service through the Operator's IT system.

4.5.2. Parcels (Postal parcels or Courier dispatches, respectively) collected by the Operator at the address indicated by the Service Recipient cannot exceed 30 kg per parcel, and the maximum length together with the packing should not exceed 120 cm, and the sum of dimensions should not exceed 150 cm.

4.5.3. The Service Recipient must allow the representative of the Company to reach the place indicated as the address of collection, as well as to drive in the car near the indicated address of collection of the Parcel (applies to Parcels with weight over 30 kg) within a distance not exceeding 50 meters from the address of collection.

4.5.4. If the total weight of the Parcel exceeds 30 kg, the Service Recipient shall ensure the loading of the Parcel on the Operator's vehicles himself/herself.

4.5.5. The Customer shall provide packaging and information for the Parcel under the provisions of these Regulations.

4.5.6. In case the Parcel is collected by the Operator at the address specified by the Service Recipient, the Service Recipient may choose the day and time when the Parcel will be collected by the Operator via the Website when ordering the Postal Services. The Service Recipient is obliged to provide the Operator with an opportunity to receive the Parcel, drawn up under the Regulations, at the specified time.

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

4.5.8. The Operator's representative shall not issue an invoice upon collection at the specified address. To receive the invoice, the Service Recipient shall visit the nearest Branch.

4.5.9. Under the conditions provided for sending at the Branch, it is also possible to send the Parcel at the pick-up and delivery point, which is a format of a Branch located on the territory of the operating enterprise (grocery store, clothing/household items/building materials store, mini-market, pharmacy, etc.), where it is possible to pick up or deliver only a Parcel with a declared value of less than PLN 5000.00, weighing no more than 30 kg per address label/waybill, for which the maximum length of one side of the parcel does not exceed 120 cm.

4.5.10. Collection of the Parcel by a courier in the case of sending it by collecting it at the indicated address is possible at the earliest on the next working day following the date of ordering the Service.

#### 4.6. Detailed conditions of sending a Parcel in the Parcel Locker

4.6.1. In the case of Parcels received at the Parcel Locker, the maximum permissible weight of the Parcel is 25 kg, and its dimensions are 40\*30\*60 cm. The cost of the Parcel received from the Parcel Locker may not exceed PLN 5000.00.

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

4.6.3. Sending a Parcel by putting the Parcel in the Parcel Locker is possible after creating the address label in the Operator's mobile application.

4.6.4. The list of places where the Parcel Locker service is available is available at <https://novapost.com/uk-pl/departments/>

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

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

4.6.7. When sending to a Parcel Locker, it is allowed to send not more than one Parcel per waybill/address label.

4.6.8. The Address label or waybill created in the mobile application is valid for 12 hours from the moment of its creation.

4.6.9. The service of sending the Parcel to the Parcel Locker is paid only online after the address label or waybill is created.

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

4.6.11. The cell shall be opened using the Operator's mobile application. After the Parcel is dispatched to the Parcel Locker, the Sender should close the cell and confirm the dispatch of the Parcel by pressing the corresponding button in the Operator's mobile application.

4.6.12. After the Sender dispatches the Parcel and it is dispatched by the representative of the Operator from the Parcel Locker, the Recipient will receive SMS message about the beginning of the delivery of the Parcel to the Recipient.

4.6.13. If the Parcel does not fit into the cell of the Parcel Locker or the Parcel Locker has detected a technical malfunction during sending, the Sender shall have the possibility to send the Parcel at the Branch or order the collection of the Parcel at the specified address.

4.6.14. If there are problems with creating the address label/waybill, opening the cell, dispatching the Parcel to the cell, or other problems when sending the Parcel via Parcel Locker, the Sender can get help by calling the contact number of the customer service center.

4.6.15. The Parcel Locker list is available on the website: <https://novapost.com/uk-pl/departments/>

4.6.16. The terms of use of InPost partner parcel lockers are available at [inpost.pl](https://inpost.pl)

#### 4.7. General rules of delivery of Parcels

4.7.1. Parcels shall be delivered by the Operator to the Recipient's address specified by the Sender, to a Branch or a Parcel Locker.

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

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

4.7.4. Delivery of parcels with a guaranteed time of delivery is possible under the conditions agreed with the Service Recipient in the individual postal services agreement under the conditions specified therein.

4.7.5. The Sender and the Recipient can track the Parcel, and consequently the status of the Postal service on the Website after specifying the Parcel number at: <https://novapost.com>

4.7.6. In case of delivery of an international parcel, the Customer bears all costs related to customs clearance and bears the risk related to the actions of customs authorities and border guards on the parcel and its contents.

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

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

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

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

4.8.3. Issuing a Parcel without confirming the Recipient's identity is possible if the declared value of the Parcel is less than PLN 5000.00 and the Recipient knows the number of the Parcel and can provide the receiving code sent in the form of an SMS message to the phone number specified as the Recipient's phone number.

4.8.4. To receive a Parcel with a declared value of PLN 5000.00 or more, the Recipient must provide a document confirming his/her identity and indicate the receiving code sent in the form of an SMS message to the phone number indicated as the Recipient's phone number or acknowledge receipt by answering an incoming call to the phone number indicated as the Recipient's phone number. If there is no SMS with a receiving code or all attempts to identify the person by SMS code are used – identification is performed via phone call. There are 2 attempts to obtain a receiving code via SMS and the time of receiving an SMS with a receiving code is 5 minutes.

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

4.8.6. In case of receiving of the Parcel by a person who is not specified as the Recipient of the Parcel, it is necessary to specify the number of the Parcel and present the corresponding authorization and the document confirming the person receiving the Parcel, specifying as authorized

to pick it up. In the case of receiving the Parcel, the value of which does not exceed PLN 5,000.00, it is possible to receive the Parcel by a person close to the Recipient, upon presentation of a document confirming the kinship.

4.8.7. Pick up of the Parcel at the Branch is possible during its working hours.

4.8.8. The following categories of customers are served at the Branch

without line:  
the elderly;  
disabled persons;  
persons accompanying children under the age of 3 years old;  
pregnant women;  
combatants (upon presentation of a relevant certificate).

4.8.9. Under the conditions stipulated for dispatching at the Branch, it is also possible to send the Parcel at the pick-up and delivery point, which is a format of a Branch located on the territory of the operating enterprise (grocery store, clothing/household items/building materials store, mini-market, pharmacy, etc. ), where it is possible to pick up or deliver only a parcel with a declared value of less than PLN 5000, weighing no more than 30 kg per address label/waybill, for which the maximum length of one side of the parcel does not exceed 120 cm. If the Recipient has not received the Parcel within 5 days, it is transferred to the nearest Branch.

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

4.9.1. In case of delivery of the Parcel to the address of the Recipient, the Recipient shall receive an SMS message on the telephone number specified by the Sender about the scheduled date of delivery of the Parcel. The Recipient shall be obliged to ensure the delivery of the Parcel on the specified date.

4.9.2. If the delivery is made to the address of the Addressee, in the absence of the Addressee or family member authorized to receive the Parcel, the Parcel shall be sent by the Operator to the Branch or Parcel Locker, where they can be received under the relevant conditions for this method of collection. The parcel can be picked up within 7 days from the date of notification to the Recipient of the possibility of receipt, after which it is returned to the Sender without prior notice.

4.9.3. Delivery of the Parcel is made to the address of the Addressee, but the cost of the Service does not include the service of moving the Parcel by the Operator within the premises at the specified address.

4.9.4. The Operator is not required to verify the person receiving the Parcel at the address of the Addressee. The person receiving the Parcel at the address of the Addressee shall be deemed to have the right to receive it.

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

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

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

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

4.9.9. Delivery of a Parcel to the specified address is possible if it is possible to reach the specified address and reach that address by car within a distance not exceeding 50 m for the address of the receipt.

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

4.9.11. Within one address label/waybill, it is possible to postpone the delivery time by 5 working days. If the Parcel has not been delivered within 5 business days, it will be transferred to the nearest Branch.

4.9.12. If the Recipient is the payer of the Service, delivery of the Parcel to the specified address is possible on the condition that the delivery service is paid in cash on condition the value of the Parcel does not exceed PLN 5000.00, or by card in the case of any value of the Parcel.

4.9.13. The terms of parcel delivery by InPost couriers can be found at [inpost.pl](http://inpost.pl).

#### 4.10. Detailed rules of delivery of Parcels to a Parcel Locker

4.10.1. In the case of delivery of the Parcel to a Parcel Locker, the maximum permissible weight of the Parcel is 25 kg, and the dimensions are 40\*30\*60 cm. The value of the Parcel delivered to the Parcel Locker cannot exceed PLN 5000.00.

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

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

4.10.4. The Recipient receives an SMS message after the Parcel is placed in the cell of the Parcel Locker.

4.10.5. To receive the Parcel at Parcel Locker, it is necessary to install the Operator's mobile application and authorize using the cell phone number specified as the number of the Recipient.

4.10.6. To receive the Parcel at Parcel Locker using the Operator's mobile application on the Receiver's phone, the Bluetooth, geolocation, and mobile Internet functions shall be enabled.

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

4.10.8. The Parcel delivered by sending it from the Parcel Locker shall be picked up by the Recipient after entering the phone number and the access code received from the Operator, the data of which allows opening the Parcel Locker and receiving the Parcel. The Operator shall not be

liable for the receipt of the Parcel at Parcel Locker by an unauthorized person in case of disclosure or loss of the data of the receipt by the Recipient. The Parcel can be picked up within 7 days from the moment of notifying the Recipient about the possibility of receiving it, after which it is returned to the Sender without prior notice.

4.10.9. The Operator dispatches the Parcel to the Parcel Locker if there are free cells in the Parcel Locker. In case there are no free cells in the Parcel Locker, the Operator shall have the right to transfer the Parcel to another Parcel Locker located nearby, change the date of delivery, or change the form of delivery having notified the Recipient thereof in advance.

4.10.10. To receive the Parcel from the Parcel Locker, the Recipient shall use the phone number provided by the Service Recipient and the receiving code sent by the Operator to this phone number by entering them in the corresponding mechanism of the Parcel Locker. After entering the required data, the cell of the Parcel Locker will be opened, and the Recipient will be able to receive the Parcel. After receiving the Parcel, the Recipient must close the cell of the Parcel Locker.

4.10.11. If within 2 calendar days from the date of dispatch by the Operator the Recipient does not pick up the Parcel from the Parcel Locker, the Operator shall deliver the Parcel to the Branch informing the Recipient thereof.

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

4.10.13. The Parcel Locker list is available on the website: <https://novapost.com/uk-pl/departments/>

4.10.14. The terms of use of InPost partner parcel lockers are available at [inpost.pl](https://inpost.pl).

## **5. INFORMATION REQUIRED FOR SENDING A PARCEL**

5.1. Basic type of service:

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

5.2. Information about the Sender:

5.2.1. For legal entities and individuals-entrepreneurs: name (registration data) / surname, first name and patronymic; Address / Branch / Parcel Locker the Parcel needs to be sent to; phone number of the contact person; E-mail;

5.2.2. For natural persons: surname, first name, and patronymic; Address/Branch/ Parcel Locker the Parcel needs to be sent to; phone number; E-mail.

5.3. City of the delivery of the Parcel.

5.4. Information about the Recipient:

5.4.1. For legal entities and individuals-entrepreneurs: name (registration data) / surname, first name and patronymic; Address (including zip code), Branch / Parcel Locker the Parcel needs to be sent to; phone number of the contact person; E-mail of contact person;

5.4.2. For natural persons: surname, name, and patronymic; Address (including zip code), Branch/ Parcel Locker the Parcel needs to be sent to; phone number; E-mail.

5.5. Information about the Parcel: number of pieces; actual weight and dimensions; declared value; description of contents.

5.6. Payer for services.

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

5.8. Possible selected Additional services.

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

## **6. NON-DELIVERABLE PARCEL**

6.1. A parcel that cannot be delivered to the Addressee or returned to the Sender because the Sender's address is missing or incorrect (a non-deliverable parcel) may be disclosed by the Operator who has concluded a Postal Services Agreement or an Intermediary Services Agreement to obtain data permitting its delivery or return to the Sender.

6.2. A non-deliverable parcel shall also be deemed unpaid or paid below the amount due if the Sender refuses to pay the fee for the return parcel or the Addressee refuses to pay the surcharge.

6.3. A non-deliverable parcel shall be opened immediately.

6.4. A non-deliverable parcel shall be opened by the commission consisting of at least 3 people appointed by the head of the organization department of the Operator responsible for non-deliverable parcels.

6.5. A non-deliverable parcel shall be opened in such a way as to ensure the least damage to the Parcel.

6.6. After opening a non-deliverable parcel, the commission shall check whether the name of the Addressee or the Sender and their address are marked on the inside of the package, and if there are no such marks, the commission shall examine the contents of the Parcel.

6.7. If the commission determines the data, allowing delivery or return of the Parcel after appropriate stapling and marking on the package of the commission opening is delivered to the Addressee or returned to the Sender.

6.8. If the opening of a non-deliverable parcel does not permit delivery or return to the Sender or if the Sender refuses to accept the return Parcel:



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

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

6.8.3 If the shipment is undeliverable for any reason, the Operator will attempt to contact the sender to arrange for the return of the shipment, subject to any local regulatory restrictions. If it is not possible to contact the sender or the sender does not provide instructions within an acceptable time frame, the Operator may return the shipment to the sender, send it for temporary storage, place the shipment in a regular warehouse or a bonded warehouse, or dispose of it, in accordance with the requirements of local law or the applicable local rules of the Operator's partners.

6.8.4 If the shipment cannot be delivered, cleared or returned, the Operator may transfer or dispose of the shipment, in accordance with the requirements of local legislation or the applicable local rules of the Operator's partners. The sender is responsible for paying all costs, expenses and payments incurred in the process of returning, storing or disposing of undelivered shipments, except for cases where the shipment was not delivered due to the fault of the Operator.

6.8.5 Shipments that cannot be returned due to local regulatory restrictions or applicable local rules of the Operator's partners shall be sent for temporary storage, placed in a regular warehouse or a prescribed customs warehouse or disposed of in accordance with such rules. The Sender agrees to pay all costs incurred by the Operator in connection with such placement or disposal.

## **7. PAYMENTS**

7.1. Fees for postal services shall be determined under the Pricelist for postal services.

7.2. Fees for intermediary services for the carriage of goods shall be determined under the Price list for intermediary services for the carriage of goods.

7.3. The fee for additional services shall be determined under the effective Pricelist for postal services and the Pricelist for intermediary services for the carriage of goods.

7.4. The Operator shall have the right to check the characteristics of the Parcel, including size and weight, to determine the correctness of the price calculation under the applicable Pricelist.

7.5. Payment for the Postal Services or Intermediate services shall be made by the Service Recipient in advance when ordering the service via the Website or when handing over the Parcel at the specified address or the Branch.

## **8. RIGHT OF LIEN**

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

8.2. The law of pledge does not apply to the Addressee of the Parcel, who is a public authority.

8.3. If the Recipient or Sender refuses to satisfy the pledged claim, the Operator, having the right of pledge, shall open the Parcel on commission and start selling its contents:

8.3.1. Immediately in the case of perishable items;

8.3.2. 14 days from the date of written notification to the Addressee or the Sender of the intention to sell the contents of the Parcel – in other cases.

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

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

## **9. ADDITIONAL SERVICES**

9.1. The Operator shall provide the following additional services, which are services with additional payment according to the Pricelist for postal services or the Pricelist for intermediary services for the carriage of goods:

9.1.1. Storage means storage of the Parcel at the Branch for 7 calendar days and then for 23 days at the Operator's warehouses excluding the day of arrival at the Recipient's Branch. Within 7 days excluding the day of receipt of the Parcel, the Parcel is stored without additional charges. For storage of the Parcel from 8 to 30 calendar days, the storage fee is charged. If the Parcel is not picked up by the Receiver or the Sender within 30 calendar days, the Parcel shall be considered a non-deliverable parcel. The Operator shall have the right to compensate the costs of storage and transportation services for this Parcel (in the case of a Postal parcel under the provisions of the Postal Service Act).

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

9.1.3. Change of address – consists of changing the delivery address of the Parcel already handled within the same city or a certain country. The Recipient may be both the Sender and the Recipient. The service for one Parcel can be ordered only once.

9.1.4. Return of the Parcel – a service of the return of the Parcel to the Sender based on an application for return of the Parcel.

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

9.1.6. Sending with choice of delivery time interval – when ordering Postal Services or intermediary services for the carriage of goods the Service Recipient can specify the time interval of collection or delivery of the Parcel.

9.1.7. Parcel Recipient Verification – an additional service available to Business clients in which the Operator verifies the Recipient's age at delivery by the content of the Parcel declared by the Customer as goods accepted for adult trade.

9.1.8. Control of weight and dimensions of the Parcel

9.1.9. Same working day delivery is available only within the services provided on the territory of the Republic of Poland for Parcels sent before 12.00 p.m. on a certain day.

9.1.10. Cancellation of the Parcel – the service of cancellation of delivery and return of the Parcel to the Sender, which is not a withdrawal of the consumer from the distance services agreement.

## **10. SERVICES OF THE OPERATOR**

10.1. The Operator offers services that can be paid for additionally if it is specified in the Price list for postal services or the Price list for intermediary services for the carriage of goods.

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

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

10.4. «Recovering the number of the waybill» provides notification of the Recipient or Sender about the number of the Parcel after sending the request to the Operator at the Branch and confirming the identity.

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

10.6. «Review of the Parcel» allows the Receiver to open the package and to check the condition of the Parcel for external damages and conformity of the goods to the order at the Branch at the desk devoted to review, or in the place of delivery at the specified address in the presence of the Operator's representative. The Operator does not provide for a Parcel review if it is not provided for in the agreement with the Service Recipient. During the review of the Parcel, the following is prohibited:

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

b. to use consumables available in the package (e.g. perfume bottles for spray testing, cosmetic test products).

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

d. to spill fuels and lubricants or other liquids in the parcel requiring them for use.

e. to set passwords for electronic devices for which this function is provided (phones, tablets, computers, or laptops).

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

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

- seals (bags stitched with string; metal or paper stuffing on cans, perforations on the neck of lids on liquid containers, etc.);
- thermal film (excluding computer, electronic, optical products, and accessories included therein) - a type of packaging film, the feature of which is the ability to shrink under the influence of temperature and take the shape of the package. product;
- blister package – a container or box, embossed in such a way as to repeat the shape and dimensions of the item to be placed inside or to create a container required for the contents of the product, made of heat-resistant plastic and may have a hard printed, metal or plastic coating
- polyethylene laminated containers are containers in which two or more layers of foil are bonded together into one by exposure to high temperatures, an applied adhesive, or solvent.

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

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

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

- removal of the box in which the Parcel is packed;
- connection of portable, home appliances to the electric mains (it is allowed to check for external defects and mechanical damages of the Parcel).

In case of violation of the conditions of the review of the Parcel, the Parcel shall not be returned.

10.7. «Informing» means informing the Recipient and Sender about the time of arrival, delivery, and storage of the Parcel. The service is provided in the form of SMS messages (messages in mobile application or via WhatsApp), phone conversations, or emailing based on contractual relations with the Operator.

10.8. «Change of data» allows the Sender to change the data indicated in the address label/waybill from the moment of its creation until the Parcel is received by the Recipient. The service can be ordered at the Branch (in the Sender's or Recipient's region; the list of cities belonging to the specific region can be obtained by calling the contact center) or via a personal manager by filling out an application on the Website; by making changes yourself in the company account / mobile application / API; by calling the contact center. The service is not available for ordering on the day of delivery of the Parcel to the address of the Recipient.

10.9. “Online Payment” allows paying for Postal services, Intermediary services, or additional services in the mobile application, in the company account, and on the Website with the help of “Internet-Acquiring” technology (in this case the agreement on provision of money transfer service via Internet-Acquiring technology is signed by the business entity with the institution of the financial partner).

10.10. “Cash on Delivery Parcel” allows the Recipient to pay for the Parcel after receiving it from an authorized representative of the Operator who delivers the Parcel (“Cash on Delivery Shipment”) according to the following rules:

10.10.1. Cash on delivery payment can be made in cash or through a payment terminal, BLIK, or Apple Pay and Google Pay payment services.

10.10.2. The above-mentioned cash payment and its transfer to the Sender is a money transfer payment service and is provided by TryPay, whose Agent is the Operator.

10.10.3. TryPay shall not be liable for the parcel and its delivery. TryPay's liability is limited to the performance of the money transfer payment service.

10.10.4. The money transfer service is provided based on the TryPay S.A. Payment Service Regulations, which constitute Appendix 1 to these Regulations.

10.10.5. The Sender is obliged to accept these Regulations and the terms of the TryPay S.A. payment service and place it in appropriate places at the place of purchase so that the Recipient has an opportunity to accept it.

10.10.6. In the case of providing the service of transferring funds between individuals, the above obligation is assigned to the Operator.

10.10.7. By sending the Parcel with cash on delivery service, the Sender authorizes the Operator to accept payment from the Recipient on behalf and at the expense of the Sender. Authorization cannot be revoked once a Parcel has been sent.

10.10.8. The Sender's authorization for the Operator includes the right for the Operator to further authorize suppliers acting on behalf of the Operator to perform delivery actions and accept payment from the Recipient acting directly to the Sender. The Operator bears full liability to the Sender for the actions and inactions of its representatives, including delivery, as well as for its actions and inactions and for the actions and inactions of the payment service providers through which it accepts payment for the Parcel by cash on delivery and transfers it to the Sender.

10.10.9. Payment to the Operator is equivalent to making a payment directly to the Sender and issuing the Parcel by the Operator is confirmation of acceptance of payment by the Sender.

10.10.10. The Operator guarantees the Sender the transfer of the cash on delivery amount to the bank account (IBAN) specified by the Sender within two working days from the date of payment of the cash on delivery. The date of transfer of funds is considered the date of withdrawal of funds from the Operator's bank account.

10.10.11. Sending Cash on Delivery Parcel is allowed only if it is directly related to a separate paid agreement on the disposal of the item in the Parcel between the Sender and the Recipient, the conclusion of which is aimed at the actions of sending and moving the Parcel and accepting payment only if the Sender has informed the Recipient of the Operator's permission to accept payment for Cash on Delivery Parcel, the Receiver and the Sender have accepted the TryPay S.A. payment service Regulations, provided that payment is made in the form of a money transfer. Otherwise, the Operator may refuse to accept the Parcel or refuse to accept an order to receive a cash on delivery payment. By sending a Cash on Delivery Parcel, the Sender confirms that this condition is met, and at the Operator's request, he/she will provide the Operator with the necessary information in this regard.

10.10.12. The Operator's liability for collecting funds from the Recipient begins from the moment the Operator confirms the collection of these funds.

10.10.13. The Sender is liable to the Operator in connection with the occurrence of a return request from Recipients of Cash on Delivery Parcels who make payment by card, i.e., the so-called refund procedure (if the refund request concerns the contents of the Parcel). In such a case, the Sender undertakes to cover all commissions and costs incurred by the Operator because of the cancellation of the transaction by the issuer of the electronic payment instrument because of the recognition of the validity of the complaint filed by the Recipient of the Cash on Delivery Parcel (chargeback).

10.10.14. Cash on delivery Parcels that the Recipient did not pay during the delivery attempt and for which the Sender did not give the Operator an order to cancel or change the amount of the cash on delivery are subject to return under the conditions set out in Section 11.7. of the Regulations.

10.11. "Pay on delivery" allows the Recipient to pay for the Parcel upon receipt from the authorized representative of the Operator delivering the Parcel ("Pay on delivery") according to the following rules:

10.11.1. Payment for the Parcel may be made via a web frame in the Operator's mobile application using a payment card or Apple Pay or Google Pay payment services.

10.12. "Refuse to receive the Parcel" allows the Sender and the Recipient to refuse to receive the Parcel. The refusal is considered submitted if the Sender and the Recipient of the Parcel have given it in writing at the Branch, by phone, or by e-mail (including submitting it in the company's personal account, in the mobile application). After the Sender or the Recipient refuses to receive the Parcel, the Parcel is considered not received.

## **11. RULES FOR ITEMS AND SUBSTANCES THAT ARE PROHIBITED BY THE CONTENTS OF THE PARCEL**

11.1. A postal shipment may not contain the following items:

11.1.1. Cash, including foreign currency, securities, payment cards, and other means of payment; Items of criminal origin;

11.1.2. Firearms and pneumatic weapons and their parts, ammunition, edged weapons, items imitating firearms and edged weapons, other items specially designed for assault and defense (guns, pins, spray cans with liquid paralyzing effect, daggers, etc.);

11.1.3. Jewelry, works of art, items of antique value, and other items of special value;

11.1.4. Substances, such as hydrogen peroxide, acids, high-octane pollutants containing oxygen (chemical compounds added to gasoline), as well as liquids and substances in packages found to contain hazardous substances labeled in classes 1-7 inclusive, such as flammable substances, flammable and explosive substances, radioactive substances and other hazardous items with appropriate labels ("explosive materials and substances", "gases", "flammable liquids", "self-igniting substances", "toxic and infectious substances", "oxidizing substances", "radioactive", "caustic and corrosive substances", "other hazardous substances and products"), carcinogenic substances, and any substances that may endanger human life or health;

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

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

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

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

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

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

11.1.11. Tobacco products, electronic cigarettes, and their parts;

11.1.12. Food products requiring special temperature conditions or with a shelf life of up to 5 days (the expiration date is indicated on the package), chilled or frozen food, dairy products, vegetables, and fruit.

11.1.13. Transportation of other food products may be additionally restricted for territories subject to restrictions or instructions on embargoes, quarantine, etc., as determined by state authorities;

11.1.14. Medicines and hygiene products that require special storage and transportation conditions, ethyl alcohol, and veterinary immunobiological products;

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

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

11.1.17. Other items prohibited by applicable law;

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

11.3. The following items are allowed for transportation:

11.3.1. Substances assigned to Hazard Classes 8 and 9, except for acids (regardless of concentration) and substances containing any amount of acid, hydrogen peroxide, or other chemical compounds with oxidizing properties;

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

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

11.4. The Operator shall have the right to refuse to accept the Parcel the contents if there is doubt as to whether the contents of the Parcel allow the provision of Postal services or Intermediary services under the Regulations and the legislation in force.

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

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

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

If the Operator decides to refuse to provide the Postal Service (including in case of termination of the agreement, termination of the provision of the Service or return of the Parcel), the Operator has the right to return the Parcel at the expense of the Sender, and in justified cases permitted by law - to destroy the Parcel at the expense of the Sender or transfer it to the relevant state services or authorities.

In the event of disclosing the unacceptable content of the Parcel, the Operator will charge the Sender with all costs of handling such Parcel, including among others, the costs of handling, storage, disposal, inspection, execution of decisions of competent authorities regarding the Parcel, securing the content, return. The Operator may deduct the amounts due to him from the remuneration paid by the Sender for the Service, as well as make security in the form of retaining the Parcel in specific situations. The Operator may claim from the Sender reimbursement of costs exceeding the deduction amounts on general terms.

11.8. If the Parcel is checked by the Operator, the checking shall be carried out in the presence of the Sender, and if this is not possible by the persons determined by the Operator under the legislation in force. The Parcel checked by the Operator will be marked with the clear information that the Parcel has been checked. If, as a result of the fact that the Parcel contains unacceptable content, the Operator, its employee, or a third party suffers losses in connection with the provision of the Postal Service, the Sender is obliged to compensate such losses in full.

## **12. PARCEL DECLARED VALUE**



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

12.2. Restrictions admissible for the performance of Postal Services or Intermediate Services of declared value:

a. Parcel with weight up to 30 kg – up to PLN 15,000 (fifteen thousand);

b. Delivery from/to Parcel Locker – up to PLN 5,000.00 (five thousand).

## **13. COMPLAINTS**

13.1. In case of non-performance or improper performance of the Postal Services or Intermediary services, the right to submit a complaint is entitled to:\

13.1.1 The Sender;

13.1.2. The Addressee – if the Sender waives the right to claim or if the Parcel is delivered to the Addressee.

13.2. The Sender or the Recipient may file a complaint at any Branch of the Operator, as well as electronically under the provisions of these Regulations.

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

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

13.5. Submission of a complaint using electronic communication is possible at the Operator's e-mail address: support@novapost.pl

13.6. Submission of a complaint using electronic communication with an indication of the electronic address of the complainant equals his/her given consent to the delivery of letters regarding the complaint decision using electronic communication to the electronic address indicated by the complainant.

13.7. The complaint shall contain:

a. the name and surname of the Sender or Addressee or the name and address for correspondence or the location address of the Sender or Addressee, hereinafter referred to as the complainant;

b. the subject of the complaint;

c. date and place of sending of the Parcel;

d. the number of the document confirming the receipt or the number of the Parcel (waybill);

e. justification of the complaint;

f. the amount of compensation in question - if the complainant demands compensation;

g. signature of the complainant - if the complaint is submitted in writing;

- h. date of the complaint;
- i. an attached list of documents.

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

- a. the original document confirming the sending of the Parcel, if such document is issued by the Sender's postal service operator – for verification;
- b. the statement of the Sender on waiver of the right to make claims provided that he/she waives any claims in favor of the Addressee;
- c. packing of the damaged Parcel at the request of the Operator;
- d. statement of discovery of invisible loss or damage of the Parcel with an indication of circumstances or evidence proving the existence of circumstances that predetermine the claim for compensation;
- e. indication of circumstances confirming the sending or delivery and indication of evidence confirming this fact;
- f. documents confirming the improper performance of the parcel delivery service.

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

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

13.11. If the complaint does not comply with the requirements outlined in the Regulations, the Operator, if necessary for proper consideration of the complaint, shall summon the complainant to eliminate the deficiencies within 7 days from the date of delivery of the request indicating the scope of this addition. The statement should indicate that the failure to eliminate deficiencies within the stipulated period shall result in the refusal to consider the complaint. After the deadline has expired, the complaint shall not be considered. The deadline specified in the previous sentence shall not be included in the term of consideration of the complaint.

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

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

- a. for the loss of or damage to the Parcel, except for the Parcel with correspondence or Parcel with a declared value – within 12 months from the date of sending;
- b. for loss or damage of the courier parcel within 2 months from the date of sending the Parcel;
- c. for the loss of the Parcel – on the day following the expiry of the term within which the undelivered Parcel is considered lost,

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

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

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

13.16. The Operator's Branch receiving the complaint shall acknowledge the receipt of the complaint together with the attached documents, including by putting the relevant information in the confirmation of sending of the Parcel or postal transfer.

13.17. If the complaint is filed using electronic means of communication, the Operator of postal service shall immediately send an electronic confirmation of its receipt.

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

13.19. The reply to the complaint contains:

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

b. reference to the legal basis;

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

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

e. name, surname, and position of the Operator's employee authorized to respond to the complaint;

f. in the case of Parcel, information about the right to appeal and an indication of the address to which the appeal should be filed, as well as information about the possibility of appealing earlier, i.e. before the exhaustion of the appeal procedure, in court or the matter of extrajudicial settlement of consumer disputes to the President Office of Electronic Communications;

g. factual and legal substantiation – in case of refusal to acknowledge the complaint in full or in part;

h. information about the detention of a Parcel if the complaint concerns a Parcel delayed by the Operator.

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

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

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

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

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

13.25. The rules for handling complaints regarding the implementation of the money transfer service are set out in the Regulations of the TryPay S.A. payment service.

## **14. OPERATOR'S LIABILITY. COMPENSATION. IMPROPER PERFORMANCE OR NONPERFORMANCE OF THE POSTAL SERVICE**

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

14.2. The Operator who has signed with the Sender the Postal Services Agreement or Intermediary Services Agreement shall be liable for non-performance or improper performance of Postal services or Intermediary services for the carriage of goods unless the non-performance or improper performance occurred:

- a. due to force majeure;
- b. due to reasons through the fault of the Sender or the Addressee not caused by the fault of the Operator;
- c. due to violation by the Sender or the Addressee of the Postal Service Act, the Transport Act or the Regulations;
- d. due to the nature of the goods sent.

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

14.4. The liability of the Operator for non-performance or improper performance of Postal Services or Intermediary services for the carriage of goods is not limited and applies to general principles in case of nonperformance or improper performance:

- a. is the result of a tort;
- b. arises due to the intentional fault of the Operator;
- c. is the result of gross negligence of the Operator.

14.5. Claim concerning improper performance by the Postal services or the Intermediary services for the carriage of goods shall become void due to acceptance of the Parcel without reservation unless defects or damages of the Parcel that cannot be seen from outside have been reported by an authorized person after acceptance of the Parcel and the claim was reported by the authorized person not later than within 7 days after acceptance of the Parcel to the Operator and has proved that the defects or damages of the Parcel occurred in the period between the acceptance of the Parcel by the Operator and its delivery to the Addressee.

14.6. Claim of improper performance or nonperformance of the Postal Service or the Intermediary services for the carriage of goods shall be made in writing by sending an e-mail to support@novapost.pl, support@nova-poshta.pl, or orally to the record at the Branch.

14.7. The Operator shall consider the claim of improper performance or nonperformance of the Postal services or Intermediary services for the carriage of goods under the conditions provided for the complaint procedure.

14.8. The following compensation shall be payable for nonperformance or improper performance of the Postal service or the Intermediary services for the carriage of goods:

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

b. for the loss, partial loss, or damage of the Postal parcel or courier dispatch with the declared value - in the amount stated by the Sender, but not exceeding the declared value of the Parcel,

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

d. for late delivery of the Parcel related to the guaranteed delivery time - in the amount not exceeding a double service fee.

14.9. In case of failure to provide the Postal services or the Intermediary services, the Operator shall fully refund the fee charged for the Postal services or the Intermediary services, regardless of proper compensation.

14.10. Failure to provide the Postal service or Cargo brokerage services shall be deemed a situation of loss (including loss or damage) of the Parcel.

14.11. Failure of proper performance of the Postal services or Intermediary services shall be deemed to be, among other things:

a. Providing Postal Service or Intermediary services for the carriage of goods in a manner inconsistent with the Postal Services or Intermediary Services Agreement, the Regulations, or applicable law;

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

c. Damage to the Parcel.

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

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

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

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

15.3. The procedure of out-of-court settlement of consumer disputes is carried out by the President of the Office of Electronic Communications, which is in this respect the entity authorized to carry out procedures of out-of-court settlement of consumer disputes within the meaning of the Out-of-court settlement of consumer disputes Act of September 23, 2016 (The Journal of Laws, ss.1823).

15.4. The competent court for amicable resolution of consumer disputes will be the Permanent Court of Arbitration for the Protection of Consumer Rights under the President of the Office of Electronic Communications, in the manner prescribed by the Telecommunications Act of July 16, 2004 (Journal of Laws no 171, ss. 1800) and through mediation proceedings under Art. 95 of the Postal Service Act.

## **16. FORCE MAJEURE**

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

16.2. Suspension or restriction of the provision of Postal services or Intermediary services for the carriage of goods specified in clause 1 hereof may be imposed on the entire territory or a part of the territory where the Operator provides Postal services or Intermediary services for the carriage of goods.

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

16.4. The Operator shall place announcements on the Website about the suspension or restriction of the provision of the Postal Services or the Intermediary services for the carriage of goods specified in clause 1 hereof.

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

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

16.7. In the event of circumstances resulting in suspension or restriction of the provision of the Postal services or Intermediary services for the carriage of goods referred to in clause 1 thereof, the Customer shall be entitled to refuse Postal services or Intermediary services for the carriage of goods to the extent affected by the suspension or restriction and withdraw the Agreement.

## **17. PROTECTION OF PERSONAL DATA AND POSTAL SECRECY**

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

17.2. The operator is not the administrator of personal data that may be contained in the Parcel.

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

17.4. The Operator and persons cooperating with him/her for the provision of Postal services or Intermediary services for the carriage of goods are obliged to observe postal secrecy under the conditions set out in the relevant provisions.

17.5. Postal secrecy shall cover data of Senders, Recipients, Addressees, and other subjects using postal services, information on the facts and circumstances of the provision of the Postal services or Intermediary services for the carriage of goods, and information on Parcel.

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

17.7. Violation of the duty of postal secrecy is, among other things:

- a. the disclosure or processing of information or data subject to postal secrecy;
- b. opening closed postal parcels or becoming aware of their contents;
- c. enabling unauthorized persons to perform acts constituting a violation of postal secrecy.

17.8. The following is not considered a breach of the obligation of postal secrecy:

- a. committing acts that violate postal secrecy in cases provided for by law or the postal services agreement;
- b. the use by the postal service operator of references, including information on the subjects using the postal services and the types of these services, if this data is made public with the consent of the subjects to whom it relates.

## **18. ADDITIONAL AND FINAL PROVISIONS**

18.1. An up-to-date version of the Regulations is available on the Website and at Company's branches.

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

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

18.4. To the extent not stipulated in the Regulations, the provisions of the legislation in force, in particular the Postal Service Act, the Transport Act, its implementing regulations and the Civil Code shall apply.

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