

# General Terms and Conditions for the Provision of Domestic Shipping and Postal Services of DHL Parcel Polska Sp. z o.o.

## Article 1

These General Terms and Conditions specify the principles of performing express domestic shipping and postal services provided by DHL Parcel Polska Sp. z o.o. on the basis of the Shipping Law of 15 November 1984 – consolidated text Journal of Laws of 2000 No. 50 item 601 as amended, hereinafter the “Shipping Law”, and the Postal Law of 23 November 2012 (Journal of Laws of 2012, item 1529), hereinafter the “Postal Law”.

## Article 2

The following terms employed in these General Terms and Conditions shall have the meanings as follows:

**Courier** – subcontractor of DHL accepting a shipment for the DHL system from the Sender and delivering it to the Consignee.

**Acceptance Point** – place where an authorised person accepts a shipment from the Sender in order to perform a service. The tasks and functions of the Courier apply as appropriate to the Acceptance Point.

**Sender** – a natural or legal person or organisational unit without legal personality, which conveys a shipment to DHL for a shipping service and postal service to be performed.

**Consignee** – an entity to which a shipment is to be delivered.

**DHL Express** – DHL Parcel Polska Sp. z o.o. with its registered office in Warsaw, entered in the commercial register of the National Court Register kept by the District Court for the City of Warsaw, Division XIII Commercial of the National Court Register, under KRS 631916, share capital PLN 21,479,000, NIP [tax identification number] 9512417713.

**Price List** – a document specifying the weight and dimensions of shipments along with a breakdown into price categories of DHL services, as well as the time periods in which they can be processed.

**Shipper** – a natural or legal person or organisational unit without legal personality, which commissions DHL with the performance of a shipping service or postal service. The Sender, the Consignee or a third party may be a Shipper.

**Shipping Service** – a service performed by DHL involving accepting, carrying and delivering shipments with a content other than correspondence, subject to the provisions of the Shipping Law.

**Postal Service** – the service of accepting, sorting, carrying and delivering shipments by courier service, including shipments of correspondence, and for consumers of all shipments up to 20 kg, subject to the provisions of the Postal Law.

**Consumer** – a natural person concluding an agreement for a Shipping Service or Postal Service with DHL for a purpose not directly connected with business or professional activity.

## Article 3

1. The scope of activity of DHL involves collecting, shipping and delivering shipments with a value of up to PLN 100,000 within Poland.
2. Services concerning shipments with a value above PLN 100,000 can be performed after concluding a separate agreement with DHL.
3. The catalogue of Postal Services rendered exclusively encompasses accepting, sorting, carrying and delivering courier shipments within the meaning of the Postal Law, with the exception of courier shipments with a declared value within the meaning of the Postal Law. DHL does not provide Postal Services for shipments other than courier shipments.

## Article 4

1. The Price List applicable as on the day of sending a shipment specifies the prices for services.
2. DHL reserves the right to make changes to the Price List at any time.
3. The current Price List is available to each customer in all Acceptance Points, on the DHL website at <http://www.dhlparcel.com.pl> and at each Courier.

## Article 5

1. A shipment can be accepted for shipping in the following manner: in an Acceptance Point – the Sender itself provides the shipment; at the Sender – the Courier collects the shipment on the basis of a prior request. If the Sender and the Shipper are not the same person, the Sender will be considered to be acting on behalf of the Shipper.
2. DHL provides services on the basis of a shipping agreement or an agreement to provide postal services. If it does not follow from the order to perform a service, the consignment note or the DHL price list that an agreement to provide postal services has been concluded, this will mean that a shipping agreement has been concluded.
3. The rules for providing the service of the return of confirmed documents (ROD) are specified in the ROD service provision Regulations, which are an integral part of these General Terms and Conditions.

## Article 6

1. The Sender will be liable for the quality of the packaging of a shipment as appropriate for its content.
2. The Sender is obliged to pack the shipment adequately and deliver it to the Courier in a condition which enables it to be correctly shipped, without damaging other shipments in transit, and to be delivered without depletion or damage. In particular, the packaging should be properly sealed to make it impossible for unauthorised persons to access the content, should be adequately durable according to the weight and content of the shipment, should secure the content inside to prevent it from moving, and should bear markings to indicate any special character of a shipment, such as: "PLEASE NOTE: NON-STANDARD SHIPMENT" and "TOP" (this may be marked by the Courier or in the Acceptance Point).
3. DHL can refuse to accept items which are defective or inadequately packed or do not have the required packaging or if the packaging of the shipment or a visible part of its content contains notices, images, drawings or other graphic signs breaching the law, and also in other cases specified by applicable law. DHL will not be liable for damage due to an absence, insufficiency or defectiveness of packaging.
4. If the Sender uses cargo pallets owned by DHL to send shipments, which the Consignee refuses to return, the Sender will be charged the costs connected with this.
5. DHL can refuse to conclude or can rescind an agreement to provide a Postal Service particularly if:
  - 1) the requirements concerning the provision of postal services, specified in applicable law or in these General Terms and Conditions, are not met by the Sender;
  - 2) the content or packaging of a shipment could cause a loss to third parties or DHL;
  - 3) the packaging of the shipment or a visible part of its content contains notices, images, drawings or other graphic signs breaching the law;
  - 4) accepting or carrying the shipment is prohibited by law.
6. DHL can also:
  - 1) refuse to conclude an agreement to provide a Postal Service if a shipment does not meet the conditions specified by DHL which are required for the agreement to be concluded;
  - 2) rescind an agreement to provide a Postal Service if a shipment does not meet the conditions specified in the agreement.

#### Article 7

1. The Sender is obliged to place its address and the address of the Consignee on the packaging of the shipment, which must be consistent with the data in the consignment note. If possible, the shipment should contain other markings enabling it to be identified (e.g. a company's special tape).
2. The data of the Consignee/Sender should include the name and surname/proper name, name of street, number of house and apartment (if applicable), postcode, name of place; also recommended is a phone number to enable DHL to get in touch in order to perform the service properly.
3. In the event of the Shipper or Sender providing DHL with the phone number and/or e-mail address of the Consignee, the Consignee will be authorised to make representations via the "*Parcel Redirect*" service available at [www.przekieruj.dhlparcel.pl](http://www.przekieruj.dhlparcel.pl), on the conditions set forth in the "*General Terms and Conditions of Using the Parcel Redirect Service*", regarding changes of the agreement conditions by: demanding that the shipment be released at a DHL ServicePoint, DHL Locker or an agency of DHL or providing another delivery address or a different date of delivery, or ordering the Delivery to Neighbour service or changing its content. The Consignee may also make a representation on refusing to accept the shipment. A change of agreement in the manner described above shall not require the presentation, by the Consignee, of a copy of the consignment note. Any and all actions performed via the "*Parcel Redirect*" service using the PIN code sent by DHL to the phone number and/or e-mail address provided shall be deemed as having been performed by the Consignee. The provisions of this section shall not apply to shipments with a weight exceeding 31.5 kg.

#### Article 8

1. DHL shall not accept shipments containing: cash, securities, other documents of a payment character; valuables (jewellery products, works of art, antiques, numismatics etc.); weapons and ammunition; articles which are easily spoiled, requiring special shipping conditions; chemically and biologically active goods; animals, human and animal remains; narcotics and psychotropic substances; medicines requiring special shipping conditions; other goods whose properties could pose a danger to people coming into contact with them, or which could damage or destroy other shipments; goods subject to the Act on the System of Monitoring Road Shipping of Goods of 9 March 2017; other goods whose shipping is prohibited under applicable law. DHL does not accept shipments if this would break the law, particularly the Shipping Law and the Postal Law.
2. In the event of sending a shipment which DHL will not accept in accordance with Section 1, the Sender will be obliged to make good the resulting loss (particularly connected with contamination of the environment) in the full amount.

#### Article 9

1. A consignment note confirmed by DHL shall be proof of concluding an agreement to provide a Shipping Service or an agreement to provide a Postal Service; such proof can also be an electronic communication, computer print-out or another document containing the data specified in these General Terms and Conditions and legal regulations, applied by DHL. All items under a single consignment note will be regarded as a single shipment.
2. The declared value of a shipment must not exceed its ordinary value and should, at the request of DHL, be confirmed by appropriate documents (e.g. invoices, bills). If no value of the shipment is declared, it will be assumed that the declared value is PLN 500. In the case of a Postal Service, the declaration of the value of a shipment is made exclusively for the need to insure the shipment, and does not have an influence on the scope of liability of DHL consistent with Article 15.
3. The Sender issues the consignment note in accordance with the specimen note used by DHL. By issuing a consignment note, the Sender thereby confirms the consistency of the declared data concerning the shipment and the Sender's familiarity with these General Terms and Conditions, and also thereby gives its consent to the price of the service proposed by DHL.
4. By accepting a shipment, the Courier confirms – with his or her own signature placed on the consignment note – that the shipment has been accepted by DHL for shipping and delivery.

#### Article 10

1. According to the Shipper's instruction, the Sender, the Consignee or the Shipper (if not being either the Consignee or the Sender) pays for the services provided by DHL. This provision does not release the Sender or the Consignee from liability specified by applicable law.
2. If neither the Sender nor the Consignee is the Shipper, the order must necessarily be submitted in writing. The Shipper can only be the payer for a service if it has signed an agreement to provide services with DHL along with authorisation to pay by bank transfer.
3. In the situations referred to in Section 2 above, if the service of collection for a delivered shipment is additionally ordered, the collection amount will be paid into the Shipper's bank account stated in the agreement. The above cannot be changed by an instruction in the consignment note.
4. If DHL has accepted a shipment for transportation (including a Courier shipment) which is not paid for or paid for in an amount lower than that due, it can demand payment or additional payment from the Sender, the Consignee or the Shipper, in an amount in accordance with the applicable Price List or agreement.

#### Article 11

1. The content of a shipment may be checked by DHL at any time from the moment of its acceptance for transportation until the moment of its delivery to the Consignee, in order to confirm the consistency of its actual content with the data in the consignment note, unless otherwise stated in absolutely applicable law. DHL is not obliged to check the content of the shipment. This provision does not breach legal regulations providing for the possibility of opening a shipment for purposes other than that specified in the first sentence.
2. Checking is done in accordance with the Shipping Law or the Postal Law and executive regulations issued on their basis.
3. The inconsistencies referred to in par. 1 provide grounds for DHL to refuse to accept a shipment, and also to amend the general terms and conditions of the agreement.
4. DHL has the right to verify its charges for the services provided. In particular, DHL has the right to verify the weight and dimensions of shipments. Any discrepancy between those details and the information given by the Sender may result in changing the price for the service provided.

#### Article 12

1. A Courier shipment will be delivered in a guaranteed time period specified in the agreement or Price List.
2. If neither the agreement nor the Price List specify the guaranteed time period for delivering the courier shipment, this will be assumed to be 14 days.
3. It is the rule of DHL to deliver a shipment against a receipt directly to the Consignee or to another person authorised to collect it, to the address given in the consignment note. In the case of a Postal Service, the shipment may also be delivered to a household member of age and to other persons authorised to collect the shipment, under applicable regulations.
4. A receipt can be provided for the delivery of a shipment either in writing or in electronic form. A receipt cannot be called into question on the basis of its existence solely in electronic form.
5. The Shipper may, when ordering a service, include a request in the consignment note that the shipment be collected at a DHL ServicePoint. In such case the shipment shall be issued to the person who provides his or her name, the phone number specified by the Shipper in the consignment note, and a four-digit PIN provided by DHL in a text message sent to that phone number, on collection. If a shipment is not collected within seven calendar days of its delivery to a DHL ServicePoint, the shipment shall be returned to the Sender. The provisions of Sections 8 and 9 and the provisions in Article 13 shall not apply. The provisions of this Section apply solely to: (a) shipments other than postal shipments; (b) Shippers who are entitled to a Special Price List under a separate agreement. If there is no possibility of sending a shipment to a DHL ServicePoint, delivery will be made in accordance with Section 3.
6. The Shipper may, when ordering a service, include a request in the consignment note that the shipment be collected at a DHL Locker. In such case the shipment shall be issued to the person who provides the phone number specified by the Shipper in the consignment note, and an eight-digit PIN provided by DHL in a text message sent to that phone number, on collection. If a shipment is not collected within seven calendar days of its delivery to a DHL ServicePoint, the shipment shall be returned to the Sender. The provisions of Sections 8, 9, 10 and the provisions in Article 13 shall not apply. The provisions of this Section apply solely to: (a) shipments other than postal shipments; (b) Shippers who are entitled to a Special Price List under a separate agreement. If there is no possibility of sending a shipment to a DHL Locker, delivery will be made in accordance with Section 3.
7. When ordering the performance of a service, the Shipper can include a request in the consignment note that the shipment be collected by the Consignee at an agency of DHL – "personal collection".
8. Subject to the following paragraph, In the event of the Consignee's absence, the Courier will leave a failed delivery notice stating when a renewed attempt will be made to deliver the shipment and also where and when the Consignee can personally collect the shipment if the time stated by the Courier does not suit the Consignee. If an additional Delivery to Neighbour service has been ordered, no failed delivery note shall be left with the alternative consignee specified under that service.
9. In the case of shipments that qualify under the Price List to be delivered in DHL ServicePoint, with respect to which DHL has been given the Consignee's telephone number and the Consignee is not obliged to pay DHL any fees incurred on the shipment, the Courier will leave an attempted delivery notice stating that the shipment has been redirected to a DHL ServicePoint. Consignee will receive an SMS message with the address of the DHL ServicePoint.
10. Shipments shall be stored at an agency of DHL for a period of seven calendar days after the second delivery attempt. After the lapse of this period DHL will return the shipment to the Sender. In the event of a change of the shipment delivery date made via the "Parcel Redirect" service, the period of storing the shipment may be reduced; whenever a shipment is not collected by the tenth day following its posting, it will be returned to the Sender.
11. A shipment will also be returned in the event of the Consignee's refusal to accept it or the Consignee's wrong address.
12. If the Consignee is obliged to pay for the performance of the services provided by DHL and the shipment is returned to the Sender, the Sender will pay for the service performed.
13. DHL reserves the right to charge a fee for returning an undelivered shipment to the Sender.

#### Article 13

1. The Consignee or an authorised person will confirm the delivery of a shipment with his or her own legible signature, thereby confirming that the service was performed correctly. If the Consignee is a legal person or an organisational unit without legal personality, a person authorised to collect the shipment will confirm its delivery.
2. All reservations concerning the performance of a service or the condition of a shipment should be written down by the Consignee at the moment of its acceptance on the shipment collection confirmations used by DHL.
3. The Consignee cannot open a shipment before its delivery is received and before the resulting charges have been paid.

#### Article 14

1. If damage to or depletion of a shipment which has been delivered is confirmed, the Courier delivering the shipment will draw up a damage report without delay.
2. The Consignee can also request that a damage report be drawn up if it confirms that the shipment has been tampered with. The report will be drawn up in the presence of DHL's representative. The report will be signed by the Consignee and DHL's representative.
3. A claim due to improper performance of a service will expire as a result of accepting a shipment without reservations, unless a person authorised confirms depletion or damage which could not be identified on visual inspection after the shipment has been accepted and reports this to DHL not later than within seven days, and also proves that the damage arose at a time between the acceptance of the shipment by DHL and its delivery to the addressee.

#### Article 15

1. The Shipping Law regulates DHL's liability towards Consumers for non-performance or improper performance of a Shipping Service.
2. The Shipping Law regulates DHL's liability towards people other than the Consumers for non-performance or improper performance of a Shipping Service, subject to the provisions below:
  - 1) DHL's liability due to loss or depletion of or damage to a shipment will be limited to the lowest of the amounts stated below:
    - the declared value of the shipment,
    - the actual and usual value of the shipment,
    - PLN 500.
  - 2) DHL will be liable for damage arising as a result of a delay in delivering the shipment. In the case of a *DHL PARCEL 9* and *DHL PARCEL 12* service, damages will be due to the payer for the service in the amount of 100 per cent of the basic charge. In the case of other shipping services, damages will be due up to the equivalent amount of 50 per cent of the basic charge for transportation, arising from the Price List applicable on the day of sending a shipment or from the agreement concluded with DHL, if the delay lasted longer than one day.
3. Subject to the provisions hereof, if DHL provides Postal Services, DHL will be liable for the non-performance or improper performance of such Services in accordance with and within the limits specified in the Postal Law, i.e.:
  - 1) For loss or depletion of or damage to a postal shipment which is not a shipment of correspondence – in an amount not higher than the usual value of lost or damaged items,
  - 2) For loss of a shipment of correspondence – ten times the charge for the service, but not lower than fifty times the charge for regarding a letter shipment as registered mail, specified in the price list of ordinary services.
  - 3) For a delay in delivering a postal shipment with regard to the guaranteed delivery date – in an amount not exceeding double the charge for the service.If, however, the failure to perform or to properly perform a Postal Service is the result of tort, deliberate misconduct or glaring negligence on the part of DHL, the above limits of the amount of damages shall not apply; in such case, the liability of DHL shall be governed by the Civil Code.
4. A Postal service shall be regarded as having been improperly performed if a delay has occurred in delivering the shipment or in the event of depletion of or damage to the shipment. A Postal service shall be regarded as not having been performed if the shipment is lost. A lost shipment shall be a shipment which did not reach the destination stated in the consignment note within 30 days of the lapse of the date of delivery. If a Postal Service is not performed, without prejudice to claims for damages DHL shall refund the entire fee charged for such Postal Service.
5. DHL shall not be liable for non-performance or improper performance of a Postal Service if this has occurred:
  - 1) as a result of force majeure,
  - 2) for reasons due to the Sender or the Consignee, which are not the fault of DHL;
  - 3) as a result of the Sender's or Consignee's breach of law or these General Terms and Conditions;
  - 4) as a result of the shipment's properties.
6. For the avoidance of doubt, these General Terms and Conditions do not establish a more favourable degree of liability or damages than what is provided for in the Postal Law.
7. Except for liability towards Consumers, the liability of DHL is limited:
  - 1) to loss caused as a result of failure to perform or to properly perform an additional service, up to the equivalent of 100 per cent of the additional fee paid for such service,
  - 2) to reasons other than those specified in item 1) and other than damage to or loss or depletion of a shipment, or a delay in delivery – up to the amount of loss suffered, providing that the damages paid must not exceed the lower of the basic fee or PLN 500.
8. Unless absolutely applicable law states otherwise, DHL shall not be liable for:
  - 1) loss or depletion of or damage to a shipment containing items excluded from shipping statutorily or by the provisions hereof;
  - 2) entries in a customer's documents which are returned to the Sender under the *return of document* service;
  - 3) benefits lost by the Sender, the Consignee, the Shipper or other persons as a result of non-performance or improper performance of a service.

#### Article 16

1. DHL recommends that a shipment be insured and offers a shipping insurance service whose cost is covered by the person paying for the service, according to the current Price List.
2. The main provisions of an insurance contract concluded for someone else between DHL and the Insurer are available on request.
3. If the Sender orders the performance of a collection service (COD), the Sender will be obliged to insure a shipment according to the rules offered by DHL. DHL will not perform the collection service (COD) if a shipment is not insured.

#### **Article 17**

1. The complaint procedure shall be initiated by a claim filed by an entitled party.
2. With regard to complaints concerning a Postal Service, the following provisions shall apply, in particular:
  - 1) A complaint may be filed at any DHL facility. A complaint may be filed in writing, by electronic mail to the addresses provided at <http://www.dhlparcel.com.pl>, or orally for the record.
  - 2) Parties entitled to file complaints are:
    - a) the Sender, or
    - b) The Consignee – if the Sender has waived the right to pursue claims on its behalf, or if the shipment will be delivered to the Consignee.
  - 3) A complaint may be filed due to:
    - a) depletion of or damage to a postal shipment other than a shipment of correspondence:
      - directly upon acceptance of a damaged or depleted shipment – if a damage report has been signed upon the acceptance of such shipment,
      - after the acceptance of a shipment – if directly upon acceptance a written statement has been made on the identified damage to or depletion of such shipment, or a damage report has been signed,
      - within seven days of the acceptance of a shipment – in the event of damage or depletion which could not be identified on visual inspection, discovered after accepting the shipment,
    - b) in the event of a lost shipment – on the next day after the lapse of the time limit specified in Article 15 Section 4,
    - c) in the event of a delay in delivery of a shipment beyond the guaranteed time period – after the lapse of such time period,  
in no event later, however, than 12 months after sending the shipment.
  - 4) In the event that a complaint is dismissed, the entitled party may appeal within 14 days of receiving the reply to the complaint.
  - 5) DHL shall consider complaints and appeals within 30 days of their receipt.
  - 6) If a complaint is granted, damages shall be paid within 14 days to the bank account of the entitled party, and if this is not possible, by postal order.
3. The detailed procedure of filing and considering complaints (including the content of complaints and the required documents) are regulated:
  - 1) with regard to Shipping Services – by the Regulation of the Minister of Transport and Construction of 24 February 2006 on determining the condition of shipments and the complaints procedure (Journal of Laws of 2006 No. 38, item 266);
  - 2) with regard to Postal Services – by the Regulation of the Minister of Administration and Digitisation on complaints concerning postal services of 26 November 2013 (Journal of Laws of 2013, item 1468).

#### **Article 18**

1. A Sender, Consignee or Shipper not being Consumers shall not have the right to deduct the amounts of claims from past, present or future amounts owed to DHL.
2. A Sender, Consignee or Shipper not being a Consumer must not, without the written consent of DHL, transfer receivables owed to it with respect to DHL to a third party.

#### **Article 19**

1. The administrator of personal data of natural persons ordering the services covered by these General Terms and Conditions is DHL Parcel Polska Sp. z o.o. with its registered office in Warsaw, at ul. Osmańska 823, 02-823 Warsaw. Data are processed for the purpose of concluding an agreement and service provision. Interested persons have the right to access their personal data and correct them. The provision of these data is voluntary, but without the data mentioned the agreement cannot be concluded and the services cannot be provided.
2. The Shipping Law (or the Postal Law) and the Civil Code will apply to matters not regulated in these General Terms and Conditions.
3. These General Terms and Conditions come into force on 22.10.2018.

**DHL Parcel Polska Sp. z o.o.**