

GENERAL TERMS AND CONDITIONS OF DOMESTIC SERVICE
BY TNT EXPRESS WORLDWIDE (Poland) Sp. z o.o.
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03-236 Warsaw, Annopol 19 Street

The following conditions determine the manner of receiving, carriage, moving and delivery of Postal Shipments and Shipments of Goods, liability for the performance of services, rules on Shipment insurance and the rules of the complaint procedure.

1. DEFINITIONS

a) "TNT" – means „TNT Express Worldwide (Poland)” Spółka z ograniczoną odpowiedzialnością with its registered office in Warsaw as well as the company’s branch offices.

b) "Service" – means a Service consisting of receiving, carriage, moving and delivery of a Shipment to the receiver by the declared, guaranteed or expected date. TNT does not provide postal Services for Shipment other than courier Shipment within the meaning of the Postal Law Act of 23rd November 2012.

c) "Domestic service" – means a Service in which receiving, carriage, moving and delivery of a Shipment to the receiver takes place on the territory of Poland.

d) "Consignment note" – means evidence of the contract to perform Services, agreeing to apply General Terms and Conditions and confirming the compliance of declared data with the facts.

e) "Declared date" – means the date of performance of the Service, delay in which entitles the receiver to a reduced fee for the Service.

f) "Expected date" – means the approximate date of delivery specified for other Services.

g) "Shipment" – means one or more parcels (items) consigned to carriage (moving) under one Consignment note.

h) guaranteed date is a guaranteed date in case of performance of the Service concerning Postal Shipment referred to in article 3 paragraph 19 c) of the Postal Law Act of 23rd November 2012.

2. TYPES OF SHIPMENTS

For Shipments containing correspondence and postal parcels which are registered Shipments (i.e. accepted upon receiving receipt of acceptance and deliver with confirmation of receipt) of up to 20 000 g and dimensions, which do not exceed 2000 mm or which do not exceed 3000 mm total length and the greatest circumference measured in a direction other than length, to the extent not covered by these Terms and Conditions, the provisions of the Postal Law Act of 23rd November 2012 (Journal of Laws of 2012, item 1529) are applicable ("Postal Shipment"). For other Shipments not covered by these Terms and Conditions provisions of the Carriage Law Act of 15th November 1984 (Journal of Laws of 1984, No. 53, item 272, as amended) ("Shipment of Goods") are applicable. The content and size of the Shipment, which determine the classification of the Shipment as a Postal Shipment or Shipment of Goods is defined in the text of the Consignment note as declared by the sender.

Types of shipments according to their mass, volume and time of performance of the Service are defined by the Services guides available in TNT agencies as well as on the website www.tnt.com.pl.

a) Description of services.

City Express - express Shipment delivery in selected cities in Poland.

Special Express - unusual Shipment requiring individual arrangement with the Client because of the content, method or date of delivery.

9:00 Express - declared next working day delivery by 9 a.m. to selected cities in Poland.

10:00 Express - declared next working day delivery by 10 a.m. to selected cities in Poland.

12:00 Express - declared next working day delivery before noon to selected cities in Poland. Express - expected next working day delivery throughout Poland.

b) Description of service options.

Priority shipment: accelerated delivery of Shipment; this receives priority attention throughout TNT network.

Saturday delivery: Saturday delivery to selected cities in Poland.

Notification of delivery: Delivery after arrival note and by appointment for the most convenient time of delivery.

Return document: Return to the sender of the document attached to the original Shipment.

Cash on delivery: Delivery of the Shipment to the recipient upon the collection of receivables for the goods delivered.

Insurance: Insurance against damage or loss of the Shipment.

For more information, please contact Customer Service and visit our website www.tnt.com.pl.

3. CONDITIONS OF SHIPMENT ACCEPTANCE

a) Receipt of a Shipment will take place after a telephone order, on-line booking order or under a permanent contract.

b) It is a condition of performance of the Service that the sender completes a Consignment note in a complete and clear manner which is consistent with the facts. Completing the Consignment note constitutes an agreement to perform Services under the terms and conditions set out in these Terms and Conditions of Domestic Service by TNT.

c) The sender is obliged to consign the Shipment in the correct condition for its carriage and delivery without loss and damage. In particular, the package shall protect the contents, ensure the safety of people and property involved in the carriage process and moreover, shall be sufficiently strong, closed and securely fastened so as to prevent access to the contents and be properly described as required by its characteristics or content.

d) TNT may refuse to accept the Shipment, containing items which are faulty or their packaging is inadequate or which do not have the required package. TNT may make the acceptance of the Shipment, containing items whose packaging does not meet the conditional set out in paragraph 3 c)

above, or which have evidence of damage on the sender putting in the Consignment note in the presence of TNT courier an adequate statement about the condition of the Shipment.

e) TNT reserves the right to inspect the contents of each Shipment of Goods in respect of its carriage safety and compliance with the data contained in the Consignment note; if there is a reasonable suspicion that the Postal Shipment can damage other Shipments or the postal operator's property, the operator may request that the Shipment be opened by the sender, and if upon such request it is not possible for the sender to open a Shipment or the request was ineffectual then the shipment shall be secured at sender's own cost to ensure the safety of postal traffic; if there is reasonable suspicion that the Postal Shipment is the subject of crime or its content constitutes a threat to people or the environment, the postal operator shall immediately inform the competent bodies and stop and prevent Shipment until after its examination by the abovementioned entities.

f) If payment for the Service is not paid upon acceptance of the Shipment, payment shall be made after performance of the Service.

g) The declared value of the Shipment as well as the declared value of the Shipment reported to the insurance, should not exceed its normal value. At the request of TNT the declared value of the Shipment as well as the declared value of the Shipment reported to the insurance should be confirmed while ordering Services or in case of filling a complaint by any relevant documents (e.g. invoices, receipts); this provision does not apply to Consumers. If the Customer in his statements provides TNT with information containing different values of the Shipment, the lowest value is considered to be the declared value of the Shipment.

h) Delivery of the Shipment is to be confirmed by the recipient electronically either by making a handwritten signature on an electronic device (scanner) or at the explicit request of the Customer on a paper 'confirmation of receipt' form. The customer agrees that the confirmation of receipt of the Shipment by the recipient will take place only in the abovementioned electronic form, and agrees that a print of the confirmation containing the recipient's signature constitutes a proof of the delivery of the Shipment. Confirmation of receipt of the Shipment cannot be questioned on the basis only that it is collected and stored by TNT only in electronic form.

4. ITEMS WHICH CANNOT BE SHIPPED:

a) The following are prohibited from being shipped:

- items whose carriage is prohibited under other regulations;
- dangerous goods as defined in other regulations including, in particular, flammable, explosive or radioactive materials, weapons and ammunition;
- items which, because of their size, weight or other characteristics are not suitable for carriage by means of transport;
- items that, because of their characteristics may pose a threat to the health of people or property with which they may be in contact;
- plants, animals.

b) TNT will not accept Shipments:

- whose value exceeds the amount of PLN 100 000, if they are not insured by the TNT network in accordance with paragraph 7 of these General Terms and Conditions of Domestic Service by TNT;
- containing works of art, antiques, precious stones and precious metals, jewelry, cash, credit cards and ATM cards, checks, bills, vouchers, cash and other securities. In exceptional cases, some Shipments can be accepted on the basis of a separate agreement entered into by the sender and TNT containing a declaration by the sender limiting TNT's liability for loss, damage or defects in the goods in accordance with paragraph 6 of these General Terms and Conditions of Domestic Service by TNT;
- containing products of animal origin referred to in Commission Regulation (EC) No 206/2009 of 5th March 2009 on the introduction into the Community of personal shipments of products of animal origin and amending Regulation (EC) No 136/2004 (OJ EU L 77, 24.3.2009, p.1), as referred to in article 21 paragraph 4 of the Postal Law.

5. INCORRECT RECEIVER ADDRESS. UNDELIVERED AND UNACCEPTED SHIPMENTS

a) If delivery of the Shipment is not possible because of the wrong address, TNT will undertake appropriate action in order to determine the correct address of the recipient and notify the sender of the change of the recipient address and delivery or attempt to deliver the Shipment to the correct address. Sender agrees to pay additional charges if the correct address differs from the one that was indicated in the Consignment note.

b) If effective delivery of the Shipment is not possible, TNT will try to leave at the recipient's address the information of attempted delivery. If after a second attempt the Shipment has still not been delivered to the recipient or if the recipient refuses to accept the Shipment, TNT will contact the sender to arrange further actions. Sender agrees to reimburse all costs incurred by TNT (if any) connected with making a third or subsequent attempt to deliver the Shipment. If TNT does not receive in due time proper instructions to overcome problems in the carriage or release of a Shipment of Goods, it will carry out actions connected with its liquidation, in accordance with article 58 of Carriage Law Act of 15th November 1984 (Journal of Laws of 1984 No 53, item 272, as amended). If TNT does not receive in due time proper instructions to overcome problems in the carriage and release of a Postal Shipment, it will undertake actions in accordance with the provisions of Postal Law Act of 23rd November 2012 (Journal of Laws of 2012, item 1529)

6. TNT LIABILITY FOR PERFORMANCE OF SERVICE

a) Unless the binding laws provide otherwise, the Service may be considered as improperly performed in the event of loss or damage of the Shipment or any delays in delivery of the Shipment. The Service may be considered as non-performed in the event of loss of the Shipment. Shipment is deemed to be lost in the event of the failure to deliver within 30 days of the delivery date stipulated in the contract.

b) TNT liability to consumers for the loss, damage or partial loss of a Shipment of Goods as well as the delay in the performance of the Service is regulated by the provisions of Carriage Law Act of 15th November 1984 (Journal of Laws of 1984 No. 53, item 272, as amended).

c) TNT liability to consumers for the loss, damage or partial loss to a Postal Shipment as well as delay in the performance of the Service is regulated by the provisions of the Postal Law Act of 23rd November 2012 (Journal of Laws of 2012, pos. 1529). The postal operator that concluded a postal service contract with the Consumer is liable for failure to perform and/or for failure to duly perform a postal service, unless the failure is caused by:

- 1) force majeure;
- 2) reasons which have occurred on the side of a sender or/and an addressee, and not due to a fault of the postal operator;
- 3) infringement by the sender or by the addressee of the provisions of a legal act or regulations on rendering postal or universal services;
- 4) an attribute of a thing being sent.

In order to claim any of the events referred to in points 1-4 above as a cause for the failure the postal operator must provide evidence of its occurrence.

In the case of a faulty performance or non- performance of the Service compensation is due in respect of:

- the loss, partial loss or damage to a Postal Shipment which does not contain correspondence – in an amount no greater than the normal value of the lost or damaged items,
- the loss, partial loss or damage to a Postal Shipment with a declared value – in the amount demanded by the sender, not higher than the declared value of the Shipment,
- the loss of Postal Shipment containing correspondence – an amount of ten times the Service fee no less than fifty times the fee for treating a letter-post as a registered letter as specified in the price list of the universal service,
- a delay in the delivery of a Postal Shipment in relation to a guaranteed delivery date – in an amount not exceeding twice the fee for the Service.

If a failure to perform or/and a failure to duly perform a postal service is caused by a tort, by intentional fault of the operator or/and by gross negligence of the operator the limitations of compensation amount referred to above do not apply, and the Civil Code Act of April 23, 1964 shall apply to the assessment of the amount of compensation.

d) TNT liability to other Customers is limited in accordance with the following principles:

- in the event of delay in delivery TNT is not responsible for indirect losses or loss of profits. TNT liability in this respect is limited to the value of the shipping fee;
- in the event of loss, damage or partial loss of the Shipment which is not covered by liability insurance, TNT will cover actual damage to the Shipment, in an amount no greater than 500,00 PLN. TNT is not liable for any indirect loss or loss of profits.

- in the event of loss, damage or partial loss of the Shipment – delivered under the Cash On Delivery (COD) Service – TNT liability includes actual damage into the Shipment, but no higher than the amount paid upon delivery.

e) TNT is not liable if the loss, partial loss, damage or delay in carriage of a Postal Shipment or Shipment of Goods results from causes attributable to the sender or the recipient, which are not caused by the fault of TNT, the characteristics of the goods or due to force majeure, and in particular due to:

- posting a Shipment with unrealistic, inaccurate or insufficient name items excluded from transport as Postal Shipment or Shipment of Goods or accepted for carriage as Postal Shipment or Shipment of Goods on specific conditions which the sender fails to perform;

- lack or insufficiency or defective packing of items which expose items in such conditions to damage;

- item's particular prone to damage because of defects or natural properties;

- loading, distributing or unloading of goods by the sender or recipient.

f) In the event of damage which can be seen externally (e.g. by the public), acceptance of the Shipment by the recipient without reservation would render void any claims against TNT.

g) Damage which cannot be seen externally (undisclosed, hidden), should be promptly, no later than seven days from the receipt of the Shipment by the recipient, reported to the TNT Customer Service along with the proof that loss or damage to items has occurred in the time between the acceptance of the Shipment by TNT for the performance of the Service and its delivery to the recipient.

h) In the event of non-performance of the Service the charge for the Shipment would be refunded.

i) In order to avoid doubts, these General Terms and Conditions of Domestic Service by TNT do not provide for Customers any more favorable level of responsibility or compensation than one provided under the Postal Law Act.

7. INSURANCE

a) TNT offers customers the possibility of Shipment insurance provided that the value of the Shipment is indicated in box 8b on the Consignment note and an additional insurance fee is paid. Compensation for loss, damage or partial loss of the Shipment includes the actual damage, but cannot be greater than the declared value of the insured goods.

b) Maximum amount of insurance of goods in one Consignment note shall not exceed PLN 100 000,00.

c) The Shipment whose value exceeds the amount of PLN 100 000,00 may be covered by insurance subject to prior notification to the insurer and obtaining insurer's approval.

d) TNT also offers the possibility of insurance for a Shipment containing documents provided that the sender completes the appropriate box on the Consignment note and pays the required additional fee. The insurance covers damage caused during carriage and involving loss, damage or destruction of the documents. Compensation covers the cost of remaking, restoration, re-issue or reprint (including costs of materials such as paper as well as labor costs) up to a maximum amount of PLN 2 000,00 per Shipment. A list of documents subject to insurance along with other details concerning conditions of insurance can be found on TNT website and are available at TNT Customer Service.

e) The insurance does not cover an indirect or subsequent damages, carriage delays nor losses due to

the natural loss of goods, improper packaging or willful misconduct of the insured.

f) The Customer is obliged to insure the Shipment of Goods or Postal Shipment which value exceeds the amount of PLN 500 according to the declared value, via TNT network, in accordance with paragraphs a), b), c), e) above.

g) The Customer is obliged to insure the Shipment containing correspondence or documents against the replacement costs (up to the amount of PLN 2000), via TNT network, in accordance with paragraph d) above; this does not apply to Consumers.

h) For details on the insurance conditions please visit our website www.tnt.com.pl. They are also available at Customer Service.

i) In the event of a Cash On Delivery (COD) Service ordered by the sender, the sender is obliged to insure the Shipment on the terms offered by TNT. For Cash On Delivery Service (COD) TNT will automatically charge the Shipment's insurance fee at the amount calculated from the currently valid price list of TNT; this does not apply to Consumers.

j) In the event of Cash On Delivery Service ordered by the sender, the amount of cash cannot be higher than PLN 6000 (words: six thousand PLN).

k) Prior to receive the receipt of delivery and payment of charges arising from the delivery the Shipment cannot be open; this does not apply to Consumers.

8. COMPLAINT

Following general principles for dealing with complaints are applicable to all Shipments. Any complaint should contain the following information:

- the date of the complaint;
- the number of the Consignment note;
- data (name and surname or business name and address) concerning the claimant;
- the reason together with justification of the complaint;
- the amount of compensation in case of a claim for damages;
- a list of the documents attached;
- signature of person authorized to lodge the complaint (in the case of a complaint in a form other than written, a complaint should contain the data identifying the recipient);
- any complaint should be accompanied by the original documents confirming posting or receipt of postage (such as the original Consignment note or a copy certified by an employee of TNT); in the case of a Postal Shipment - the original document should be filed only together with the written complaint and only for reviewing.

It is a condition of TNT considering a complaint for damage or loss of contents of the Shipment that the Shipment is made available for TNT to check both the content and the original Shipment packing; this provision does not apply to Consumers.

TNT shall notify the claimant in writing of the method of settlement of a complaint within 30 days from the date of acceptance of the complaint for consideration unless the complaint does not meet the conditions of the complaint procedure.

The deadline for notification of the way a complaint is considered deemed to be met if the TNT up to this date will give (send) answer to the complaint.

If the complaint is accepted then TNT will forthwith call the claimant to indicate the manner of payment of compensation (transfer to the designated bank account, postal order). If the complaint is accepted then compensation is paid in the manner specified by the Customer within 30 days of the acceptance of the complaint. If the manner of the payment is not indicated by the Customer compensation will be paid by postal order.

Depending on the type of Shipment, in addition to the general rules, the following rules for considering complaints are applicable:

1) Shipments of Goods

a) Consumers

Submission of complaints and assertion of claims for compensation by consumers in the event of a Shipment of Goods carriage order is regulated by Transport Law Act of 15th November 1984 (Journal of Laws of 1984 No. 53, item 272, as amended) as well as Regulation of the Minister of Carriage and Construction on determining the status of the shipment and complaint procedures (Journal of Laws of 2006, No. 38, item 266, as amended).

b) Other Clients

Submission of complaints and assertion of claims for compensation by other Clients in the event of a Shipment of Goods carriage order is regulated by Transport Law Act of 15th November 1984 (Journal of Laws of 1984, No. 53, item 272 as amended) as well as the Regulation of the Minister of Carriage and Construction on determining the status of the shipment and complaint procedures (Journal of Laws of 2006, No. 38, item 266, as amended), unless any other binding laws provides otherwise:

- only complaints filed in writing will be considered;
- only the payer for the Service is entitled to file complaints and assert claims for compensation;
- the amount of the claim should be documented (separately for each transport document) and the complaint must also include a certified copy of other documents related to the type and amount of the claim, if such documents exist;
- complaints must be submitted no later than seven (7) days either from the date of delivery of the Shipment or the date on which the Shipment was supposed to be delivered;
- if documents listed in this section are not attached to the complaint TNT will not consider the complaint;
- submission of a complaint does not entitle the payer to make any deductions from the payment due for the carriage.

2) Postal Shipments

Submission of complaints and assertion of claims for compensation by consumers and other Customers in the event of Postal Shipment carriage order is regulated by Postal Law Act of 23rd November 2012 (Journal of Laws of 2012, item 1529) as well as Regulation of the Minister of Administration and Digitization of 26th November 2013 on the postal service complaint (Journal of Laws of 2013, item 1466, as amended).

A complaint must be filed at the TNT operator's facility in written or electronic form or orally to the protocol.

Filing a complaint in electronic form with an indication of the claimant's email address is considered to be his acceptance for submission requests, notifications, responses to the complaint or information about the manner of considering the claimant's appeal from the final decision regarding complaint filed by means of electronic communication to the email address indicated by the claimant.

The complaint filed in writing, shall be accompanied by:

- a. sender's statement of waiver of right to assert of the claim – if the sender waives such right in favour of the recipient;
- b. a copy of protocol of damage or loss drawn by TNT immediately upon acceptance of the Shipment - in the event of the acceptance of the Shipment by the recipient, or
- c. statement of the identified defects or damage to the Shipment made immediately on the receipt of the Shipment;
- d. packing of the damaged Shipment;
- e. statement about finding invisible loss or damage to Postal Shipment made within seven (7) days of receipt of the Shipment without reservation together with indication of the circumstances or evidence confirming that the loss or damage to the Shipment arose in the period between the acceptance of the Shipment by TNT and its delivery;
- f. originals or officially certified copies confirming consistency with the original documents providing evidence of the amount of the claim;
- g. quotation of the facts confirming posting or delivery of the Postal Shipment as well as indication of evidence confirming the fact.

A complaint filed in any other form than in writing shall be accompanied by a copy of the documents listed above and a copy of the document confirming posting or receipt of posting the Shipment with the proviso that if it is necessary for the proper consideration of the complaint TNT may request the originals of these documents.

Original documents will be returned to the claimant upon receipt, at any time, at his request. In the absence of a request TNT will return documents no later than at the end of the complaint proceedings.

TNT will conduct complaint proceeding as well as appeal proceedings in the case of refusal to consider the complaint in whole or in part.

In the event of non-performance or improper performance of the postal Service the right to file a complaint shall have: 1) the sender or 2) the recipient – if the sender waives his right to assert the claim

in favour of the recipient or the Shipment is delivered to the recipient.

A complaint filed by an unauthorized person shall be treated as not filed. TNT shall promptly notify the claimant about this fact informing him of the possibility of the complaint being filled by an authorized person.

The complaint must be filed no later than within 12 months from the date of the postage of the Shipment, while:

complaint for non-performance or improper performance of the Service must be filed by:

- immediately upon the receipt of the damaged Shipment or the Shipment with a loss of content if the protocol of damage has been drawn,
- after the receipt of the Shipment if immediately upon receipt of the Shipment a written statement about finding defects or damage to the Shipment was made or a protocol of damage has been drawn,
- in the event of receipt of the Shipment without reservation – within 7 days of acceptance of the Shipment;
- due to the loss of the Postal Shipment – on the next day after the date on which a specific postal Service should have been carried out by TNT, in accordance with the General Terms and Conditions of Domestic Service by TNT;
- due to a delay in delivery of the Shipment in relation to a guaranteed delivery date, if such date is specified by TNT in General Terms and Conditions of Domestic Service by TNT, then after the abovementioned date.

A complaint submitted after 12 months from the date of posting a Shipment or after seven (7) days of the date of receipt of a Shipment when a Shipment was received without reservations, TNT shall refuse to consider such complaint and shall promptly inform the claimant about the fact.

In the event of failure by the claimant to comply with the requirements of the complaint, TNT will request the claimant to remedy the defects within 7 days of receipt of the request. If defects in the complaint are not remedied within 7 days of receipt of the request this will result in the complaint not receiving further consideration. The time limit referred to above shall not be included in the term of consideration of the complaint.

In the event of a refusal to accept a complaint in whole or in part, the claimant may appeal within 14 days of receipt of such refusal. TNT shall consider the appeal no later than within 30 days of its receipt.

Failure to respond to the complaint on a Postal Shipment within 30 days of its receipt, or failing to reply to the appeal from the refusal of the acceptance of the complaint in whole or in part, within 30 days of receipt of the appeal is considered equivalent to the acceptance of the complaint. Posting a letter which gives a response at the postal operator's facility or delivery by courier service or sending by electronic means of communication to the email address indicated by the claimant within the abovementioned time limits is considered as the giving of a response.

In the case of filing an appeal against the final decision regarding the complaint after the specified deadline the appeal is left without considering. TNT shall promptly notify the claimant about the fact.

Customers who are not consumers are not entitled to make any deductions from the payment due for

any performed postal Service.

9. FINAL PROVISIONS

a) These Terms and Conditions can be found in each of the TNT agencies in Poland and are printed on the reverse of domestic Consignment notes, constituting therefore an integral part of the contract concluded on the basis of the Consignment note.

b) Prices of domestic Services along with details of TNT offers are published in the form of price lists available in each of the TNT agencies in Poland, at the TNT couriers and on the website www.tnt.com.pl. If receivables have not been paid upon the acceptance of the Shipment for the carriage, payment for the Service shall be paid within seven (7) days from the date of issue an invoice, unless the sender or recipient and TNT agreed on any other date of payment in writing.

c) The sender of the Shipment can provide TNT with special instructions regarding invoicing or agree with the recipient or other third party that he will pay receivables for any performed Service, however the sender's liability for the payment is joint and several with the recipient or any third party.

d) The sender or the recipient must not without the consent of TNT expressed in writing in order to be effective assign their rights against TNT to third parties.

e) The administrator of personal data within the meaning of the Polish regulations on personal data protection is TNT Express Worldwide (Poland) Sp. z o.o. with its registered office in Warsaw at Annopol 19 Street. Personal data contained in the Consignment note or other documents accompanying the Shipment shall be processed only for the purpose of performance of the current as well as future Services of the carriage of Shipments. To perform the Service, your data will be included in a global database of TNT, which is accessible only by TNT employees (including those from third countries within the meaning of the Act of 29th August 1997 on the protection of personal data). Please also note that you are entitled to have access to your data and have the ability to correct it. Their disclosure is voluntary, but at the same time it is necessary to perform the Service.