



## REGULATIONS FOR RENDERING SERVICES BY GENERAL LOGISTICS SYSTEMS POLAND SPÓŁKA Z O.O. FOR CUSTOMERS WHO HAVE NOT SIGNED A PERMANENT CONTRACT

### I. GENERAL PROVISIONS

**General Logistics Systems Poland Sp. z o.o.**, having its registered office in Głuchowo, ul. Tęczowa 10, 62-052 Komorniki, entered into the National Court Register maintained by the District Court Poznań – Nowe Miasto i Wilda in Poznań, 8<sup>th</sup> Commercial Division under number 0000005009, NIP tax id number 785-15-61-831, with a share capital of PLN 16,311,638.00, hereinafter referred to as GLS Poland, provides **Services** to Clients involving the acceptance, transportation and delivery of Parcels in domestic and international transportation (hereinafter referred to as “Services” in these Regulations). GLS Poland also acts as postal operator in the understanding of the Polish Postal Law.

### II. DEFINITIONS

For the purpose of the present Regulations, the terms used below are defined as follows:

- **Advice Note** – a notification of an unsuccessful attempt to deliver a Parcel to a Consignee,
- **Client** – respectively: Consignor, Consignee,
- **Consignee** – an entity specified in the PoC document to which the Parcel shall be released at the Place of Delivery;
- **Consignor** – person who releases a parcel to the GLS Poland with the PoC,
- **Courier** – a person who acts on behalf of and for the benefit of GLS Poland, providing part of the Services to Clients on the basis of principles specified in these Regulations,
- **CR** – cash receipt document on which the Courier confirms cash collection from the Client,
- **Delivery Confirmation** – proof of delivery of a Parcel with Consignee’s signature in paper or electronic form,
- **Force Majeure** – circumstances, which GLS Poland could not avoid and the consequences of which GLS Poland could not prevent,
- **Parcel** – commodities packed in a required or customary way, ordered by the Client to be accepted, transported and delivered on the basis of one PoC with a parcel identification number. Parcel dimensions must not exceed: the sum of the perimeter (circumference) and the longest side = maximum 3 meters, however, the longest side of the Parcel can be maximum 2 meters long, with maximum height 0.6 meters and Parcel width maximum 0.8 meters. Gross weight of a single Parcel must not exceed 31.5 kg in domestic transportation and 50 kg in international transportation,
- **Place of Delivery** – place of delivery of the Parcel specified by the Client on the PoC;
- **Price List** – specification of fees for the Services,
- **Proof of Consignment (PoC)** – a document filled out by the Consignor, which serves as the proof of the Agreement for the rendition of the Service as well as acceptance of a Parcel, including, among other things an address label

### III. CONCLUSION OF SERVICE RENDITION AGREEMENT AND ITS TERMS AND CONDITIONS

1. A Service Rendition Agreement is concluded when GLS Poland accepts a Parcel for transportation and delivery, together with the the PoC document, issued by the Consignor, on which the GLS Poland confirmed the acceptance of the Parcel. The PoC document serves as the proof of agreement conclusion, acceptance of its terms and conditions and the proof of acceptance of the Parcel for transportation and delivery; a copy of the PoC document is given to the Consignor. With his signature affixed to the PoC document, the Consignor acknowledges having read these Regulations (the contents of which can be found on the reverse side of the PoC document) and that he accepts all its provisions, which are an integral part of the agreement; furthermore he declares that the contents of the Parcel have been properly declared and described in the PoC document as well as on the attached address label.
2. GLS Poland does not accept for transportation any Parcels whose value exceeds the equivalent of PLN 1000.
3. The Courier collecting the Parcel is not authorized to either make or accept any amendments or supplements to the terms and conditions stipulated in the present Regulations.
4. GLS Poland is not bound to follow any oral or written instructions provided by the Client or Courier on the Parcel, especially on the PoC, that are contrary to legal regulations or the provisions of the present Regulations.
5. Any change regarding the specification of Services shall be made in writing only, after presentation of a copy of PoC to the GLS Poland. In such a case GLS Poland reserves the right not to deliver the Parcel at the agreed time.

### IV. PAYMENT

1. The amount of the payment for the provision of Services is specified in the Price List. The current Price List is available for each Client at all branches of GLS Poland, with each Courier and also on GLS Poland’s web site. GLS Poland reserves the right to amend the Price List, which will become effective one week after publication on the website of GLS Poland.
2. The payment for the provision of Service shall be paid by the Client in cash in advance at the latest at the time when the Courier accepts the Parcel.

3. The Courier confirms the receipt of cash on the CR document .

#### **V. COMMODITIES NOT ACCEPTED FOR TRANSPORTATION**

1. GLS Poland does not accept for transportation and delivery any Parcels that contain:

- a) commodities the transportation of which is prohibited on the basis of legal regulations or agreements, conventions or international agreements to which Poland is as a party,
  - b) cash, monetary units, bonds and other payment documents, cheques, cash and credit cards, excise forms, securities, precious metals and stones as well as products made of them, jewellery, works of art and products of artistic value, antiques, as well as other things, whose value depends on their age, uniqueness or subjective features, numismatic objects and stamp collections, identification documents, including tickets, registration documents and the related stickers,
  - c) tender documents, commercial quotes, accounting documents,
  - d) Parcels, acceptance of which or acceptance of which on specific terms, would breach the exclusiveness of service rendition restricted to the public operator, in accordance with applicable regulations of the Postal Law,
  - e) live animals and plants,
  - f) goods requiring a controlled temperature,
  - g) pre-paid and activation telecommunication cards, and other cards with similar functions,
  - h) medicinal products in the understanding of the Pharmaceutical Law, components for the production of medicinal products, drugs as well as psychotropic and hallucinogenic substances, except for those for scientific and research purposes sent by institutions authorised on the basis of separate legal regulations, on condition that GLS Poland has agreed to render such a Service,
  - i) flammable and explosive materials, caustic substances and other commodities listed in the ADR Convention, unless the agreement with the Client provides otherwise, weapons and ammunition,
  - j) perishable goods and food products, in the understanding of the Act on the safety of food and nutrition,
  - k) human corpses and remains,
  - l) human organs, body fluids and products of human or animal metabolism,
  - m) commodities transported on the basis of a temporary customs clearance - ATA card,
  - n) commodities requiring excise marks,
  - o) commodities transported with a customs seal,
  - p) personal belongings and resettlement property,
  - q) stringed or plucked instruments,
  - r) other commodities the nature of which may constitute a threat to people or may expose other Parcels to the risk of destruction, damage, getting dirty, etc.,
  - s) other goods which must be transported or stored under special conditions (e.g. transported in a specific arrangement e.g. horizontally, glass, ceramics, part of vehicle bodywork, other delicate goods),
  - t) furthermore, in international transportation GLS Poland shall not accept any Parcels which contain things that require special phytosanitary tests,
  - u) commodities, which are excluded from air transportation under applicable regulations of the law in case of combined air-road transportation.
2. GLS Poland does not accept for transportation Parcels addressed to post-office boxes and where the Place of Delivery indicates a temporary address, in particularly, to: hotels, pensions, student hostels, dormitories, shelters, health treatment facilities and sanatoriums, fairs, exhibitions and beaches.

#### **VI. OBLIGATIONS OF CONSIGNOR**

1. The Consignor assures and warrants that:

- a) The Parcel's contents have been correctly described in the PoC document, the full address of the Consignee has been legibly written in it, Consignor's and Consignee's phone numbers have been given, parcels have been labelled with proper address labels
- b) in every case the value of the Parcel does not exceed the amount indicated in the provisions of Article III, Paragraph 2 of these Regulations,
- c) the Parcel has been properly packed so as to protect it against loss, partial loss or damage and adequately so that the it can be released to the Consignee without any partial loss or damage; in particular the packaging should be properly closed and protected (by seals, wax seals, self-adhesive tapes or labels, etc.) so as to make access to the contents of the Parcel impossible



without leaving visible traces of tampering as well as have proper internal protection, which prevents the contents of the Parcel from any movement,

- d) the Parcel's contents do not include commodities that have been excluded from the Services, pursuant to Article V of these Regulations,
  - e) the dimensions of the Parcel are not bigger than permitted dimensions stipulated in Article II of these Regulations,
  - f) the Parcel is fit for automatic handling during loading and sorting.
2. The Client shall be fully liable to GLS Poland and to third parties for any damage resulting from the Client's violation of provisions stipulated in Paragraph 1 above.

#### **VII. CONSIGNMENT OF THE PARCEL**

- 1. The Parcel is accepted for transportation and delivery at the Sender's – the Parcel shall be collected by the Courier on the basis of prior reporting at the branch of GLS Poland.
- 2. The PoC document, signed by the Consignor and the Courier shall serve as proof of Parcel acceptance and conclusion of the Agreement to render the Service. A copy of this document, signed by the Courier, is left with the Consignor.
- 3. GLS Poland can refuse to conclude the Agreement to render the Service or withdraw from the performance of the Agreement if:
  - a) the parcel includes objects excluded from acceptance and transportation, stipulated in Article V of these Regulations,
  - b) the parcel does not meet the conditions defined by GLS Poland required to conclude the Agreement, stipulated in Article VI of these Regulations, and in particular regarding the packaging and marking of the Parcel.
  - c) the Consignor did not meet his obligations under Article VI paragraph 1 letters e) and f) of these Regulations.
- 4. Acceptance of the Parcel by GLS Poland for transportation and delivery does not justify the conjecture that its packaging and contents meet the conditions stipulated in these Regulations.
- 5. GLS Poland can accept a Parcel for transportation and delivery which does not meet the conditions stipulated in Article VI paragraph 1 letter c) only if the Parcel packaged in such a way does not pose a hazard to other Parcels, persons or property. In such a case the Consignor shall assume the liability for any damage that may result, as well as for any possible destruction or partial loss of the Parcel's contents during its transportation or for the delay in its delivery caused by possible necessary protection measures that must be applied with respect to the Parcel, which will be done at the Consignor's expense.

#### **VIII. RELEASE OF THE PARCEL**

- 1. It is a principle to deliver a domestic Parcel to the Consignee at the Place of Delivery indicated in the PoC document not later than on the next working day following the day of sending of the Parcel.
- 2. The Consignee shall confirm the delivery of the Parcel with own handwritten and legible signature made on an electronic device (scanner) or paper version of the Delivery Confirmation document – giving the time of delivery and company rubber stamp (applies to entrepreneurs). The Consignor agrees to use the printout of Consignee's signature from the electronic device as the only proof of delivery of the Parcel by GLS Poland and shall not object to this form of proof, giving as the only argument the fact that Consignee's signature is obtained and stored by GLS Poland in electronic form.
- 3. GLS Poland (the Courier or Agent at a Parcel Shop Point) shall have the right to verify the identity of the Consignee by comparing the data in the PN document with the data in the identification documents (e.g. identity card, passport, driving licence).
- 4. The Consignee cannot open the Parcel before the signing the Delivery Confirmation.
- 5. If any damage or partial loss of the Parcel is found before it has been released to the Consignee, the Courier who delivered the Parcel or Agent at a Parcel Shop Point shall immediately draw up a report with the description of the Parcel's condition (damage report). The Consignee can also request a damage report if the Consignee claims that the Parcel was affected. The damage report is signed by the Courier or Agent and the Consignee, and a copy of the report is retained by the Consignee.
- 6. If the Consignee is absent at the Place of Delivery GLS Poland's Courier will leave the Parcel at the closest Parcel Shop point, or with the Consignee's consent can release the Parcel to a third party specified by the Consignee and present in the direct neighbourhood of the Place of Delivery ("Alternative delivery"). Direct neighbourhood is understood as a place (apartment) in the same house, building, facility as the Place of Delivery, or a house, building or facility directly the closest to the Place of Delivery. Should the Parcel be left at the nearest Parcel Shop point then written information about its address shall be left at the Place of Delivery in a customary way.



7. In case of an unsuccessful attempt of delivery of the Parcel for reasons beyond the control of GLS Poland (e.g. erroneous address) or refusal to receive the Parcel by the Consignee, GLS Poland returns the Parcel to the Consignor.
8. A Parcel which has not been delivered to the Consignee at the Delivery Place indicated in the PoC document within 30 days from its consignment or returned to the Consignor, shall be considered lost.

#### **IX. LIABILITY OF GLS POLAND**

1. GLS Poland shall be liable for the non-performance or improper performance of the Agreement to render the Service in accordance with the principles stipulated in these Regulations, Postal Law, Civil Code as well as other legal regulations.
2. GLS Poland shall be liable for the loss, partial loss or damage to the Parcel that originated at the time from its acceptance to its transportation until it has been delivered (released) as well as for any delay in the performance of the Service.
3. GLS Poland shall not be liable if the loss, partial loss or damage to the Parcel or delay in its delivery is due to, without limitation:
  - a) reasons attributable to the Consignor or Consignee or a third party whom the Consignor and Consignee have used, which have not been originated due to a fault of GLS Poland,
  - b) because of the nature of the objects ordered for transportation,
  - c) due to Force Majeure,
  - d) because the Consignee consigned the commodities, which GLS Poland does not accept for transportation under general provisions or under these Regulations, under a name that is different than the actual name, is imprecise or is insufficient,
  - e) because of the lack, insufficiency or faulty packaging of the Parcel,
  - f) because of the insufficient or imprecise marking of the Parcel,
  - g) because the commodities, which are transported, are particularly prone to damage because of their defects or natural properties,
  - h) when the Parcel has been loaded, arranged or unloaded by the Consignor, Consignee or by the persons operating on behalf of Consignor or Consignee,
  - i) when the features or numbers on the items of the Parcel were insufficient or wrong,
4. GLS Poland shall not be liable for any partial loss of the Parcel's contents if GLS Poland has not checked the weight or number of the items in the Parcel upon acceptance for transportation, provided that upon delivery of the Parcel the packaging, which has been secured by the Consignor with a seal, wax seal, Consignor's band or in any other similar and permanent way, bears no traces of tampering.
5. GLS Poland shall be liable only for the actual and proved losses incurred by the Client as a result of the non-performance or improper performance of the Service, except for the loss of benefits, profits or income by the Client or a third party unless they were caused intentionally or were the result of gross negligence on the part of GLS Poland.
6. In domestic transportation GLS Poland's liability is limited to the amount of the Parcel's value it accepted under the provisions of these Regulations, unless the loss is due to willful misconduct or gross negligence on the side of GLS Poland.
7. If the loss is the result of the circumstances for which GLS Poland is partly responsible, the liability of GLS Poland is limited to the extent, to which these circumstances contributed to the loss.
8. In domestic transportation, save for Paragraph 6 above, the amount of compensation for a loss or partial loss of the Parcel cannot be higher than the ordinary value of the objects in the Parcel, unless the loss is due to willful misconduct or gross negligence on the side of GLS Poland. The value of the objects is determined on the basis of and in the following order:
  - a) value specified on an invoice (bill) of purchase,
  - b) price resulting from an official price list in effect on the day of accepting the Parcel for transportation,
  - c) the value of objects of the same kind and quality at the time and place GLS Poland accepts the Parcel for transportation.
9. In international transportation the liability of GLS Poland for the loss or partial loss of the Parcel cannot be higher than SDR 8.33 for each kilogram of the missing gross weight, however not more than the actual value of the Parcel, unless the damage is due to GLS Poland's willful misconduct or gross negligence. Conversion of this amount into Polish zloty shall be made at the average exchange rate of the National Bank of Poland on the day on which the Parcel was consigned for transportation.
10. If the Parcel is damaged compensation shall be equal to the amount corresponding to the proportional reduction of the Parcel's value.



11. In addition to the compensation stipulated in Paragraphs 6, 8 and 9 above GLS Poland shall reimburse the full payment for transportation – if the Parcel was lost, a respective part of the payment – if some items of the Parcel were lost, and, when the Parcel was damaged – the reimbursed amount shall be equal to the proportional reduction of the Parcel's value.
12. If there is a delay in the delivery of the Parcel, if the Client has proven that this he has suffered damage due to that, GLS Poland shall pay compensation equal to the actual value of the damage, however, never higher than double the amount of the payment for the service which GLS Poland delayed to perform, unless such delay was due to GLS Poland's willful misconduct or gross negligence.

#### **X. LIABILITY OF CONSIGNOR**

1. The Consignor shall be liable to GLS Poland for any damage done to persons, equipment, other Parcels as well as for any costs, which resulted because:
  - a) instructions and declarations were made in the PoC document or in another form, which are at variance with the facts or which were imprecise, insufficient or which were entered in the wrong place,
  - b) the condition of the Parcel was bad, there was no packaging or packaging was faulty.
2. The Consignor shall be liable to GLS Poland if the documents, on the basis of which the Service is to be rendered, have been completed incorrectly, in particular when the provided data is not correct, imprecise, incomplete or has been entered into wrong places. The Client shall also be liable for any erroneous or imprecise information given to GLS Poland in any other format.
3. If the Client has not fulfilled the obligation stipulated in Article VI, paragraph 1 letter a), GLS Poland shall not be liable for the rendition of the Service and reserves the right to retain the Parcel until proper instructions from the Consignor have been received or to return the Parcel to the Consignor.

#### **XI. CLAIMS AND COMPLAINTS**

1. Claims for improper performance of the agreement to render the Service shall expire if the Parcel has been accepted without any objections. However, this provision shall not apply to the claims for partial losses, which were not visible when the Parcel was released, or the damage, which was reported in writing by the Consignee (or Consignor in case of return of the Parcel) to GLS Poland, however, not later than within 7 (seven) days from acceptance of the Parcel. In this case the Client has the right to demand that a damage report is drawn in the presence of a GLS Poland representative. The damage report is signed by the Client and GLS Poland representative. In this case GLS Poland will be liable only when the Client has proven that the damage occurred between the acceptance of the Parcel for transportation and its release.
2. Complaints should be made in writing to GLS Poland's address within 90 (ninety) days from the day the Parcel is accepted by GLS Poland for transportation.
3. All complaints shall be examined within 90 days from the day on which it was lodged.
4. If a complaint is made by a person other than the Client, that person shall enclose a document with a transfer of rights or a relevant power of attorney. This does not apply to an insurance institution which files a recourse claim with GLS Poland.
5. The following details shall be provided with a complaint:
  - a) first name and surname (in the case of entrepreneurs – name of company, registered office) and address of the claimant, as well as bank account number or instructions related to a postal order,
  - b) the claimed amount with justification,
  - c) relevant document justifying the amount of the claim,
  - d) a copy of the PoC document,
  - e) a copy of the report on the condition of the Parcel / a copy of the damage report.

If the documents specified above are found insufficient to consider the complaint due to their quality or contents GLS Poland may request from the claimant copies of additional documents connected to the type and amount of claim, subject to Paragraph 6 above.

6. If the complaint was made by an unauthorized person or the complaint does not meet the conditions stipulated above in Paragraph 5 or it is necessary to request additional documents as stipulated in paragraph 5, GLS Poland – within 21 days from receiving the complaint – shall request the claimant to produce missing documents within 21 days from delivering the notification, otherwise the complaint shall be considered invalid. If the complaint is corrected or missing documents are provided on time



specified above, a 90-day period envisaged for the claim examination starts from the day on which all the supporting documents have been provided.

7. GLS Poland shall notify the claimant of the outcome of the complaint procedure and shall communicate to the claimant
  - a) if the claim is found justified – the awarded amount and details of how it will be transferred to the claimant,
  - b) if the claim is rejected completely or partly – the basis for the rejection with justification.
8. If the Parcel was damaged, the Client shall be obliged to leave it with GLS Poland until the claim procedure has been completed.
9. The authorized person has the right to claim damages in court, under the agreement of rendering Services concluded with GLS Poland, after the complaint procedure has been exhausted.

## **XII. LIQUIDATION OF PARCELS**

In cases stipulated in legal regulations GLS Poland is authorized to liquidate a Parcel e.g. by selling, giving it away for free or destroying it. GLS Poland shall notify the Client in writing of its plan to liquidate the Parcel and will give the Client 10 days from the notification delivery date to instruct GLS Poland in writing what should be done with the Parcel. If the Client does not instruct in writing GLS Poland within that time, GLS Poland shall begin to liquidate the Parcel. Any amounts earned from the liquidation will be paid to the eligible person, reduced by any liabilities owed to GLS Poland, including the costs of liquidation.

## **XII. FINAL PROVISIONS**

1. The current versions of these Regulations and Price List are available at each branches of GLS Poland, with each Courier and on-line at [www.gls-group.eu](http://www.gls-group.eu).
2. Any disputes arising from both the Agreement and these Regulations shall be settled first amicably, and if the dispute cannot be amicably resolved they shall be considered by common courts with local jurisdiction according to general provisions of the law.
3. These Regulations shall become effective on 26 April 2010.