

Regulations concerning the provision of courier services by EUROSPEDYCJA

A) Definitions

Package - items packed in a required or customary manner, ordered by the Client to be accepted, transported and delivered on the basis of DN. Package dimensions must not exceed 300 cm in circumference, calculated in the following way: Multiply the two shortest sides by two and then add the longest side. The longest side of the Package must not exceed 2 metres. The Package must constitute an integral whole. Packages cannot be combined in any event. A Package must not exceed the maximum weight of **40 kg** on international routes and **30 kg** on domestic routes. Each package attributed to an order is treated separately and the kilograms of the consignments are not added.

Dispatch note (DN) – a document issued by the Sender, constituting the evidence of the conclusion of a service provision agreement, as well as the acceptance of the Consignment by EUROSPEDYCJA. The role of the dispatch note is also fulfilled by the individual tracking number issued to the Client and assigned to every Package, with which the Client can identify and track his Consignment via the website provided to the Client by the Carrier.

Consignment - all Packages accepted by the Carrier on the basis of a single agreement to be transported from one Sender and delivered to one Receiver on a given day. The cost of the shipment includes the valuation of all the packages included in the order.

Courier - a person acting on behalf of the Carrier, performing a part of the Service on the basis of the agreement and the Regulations.

Carrier – EUROSPEDYCJA, registered office in: U store it “ROB”, Unit 1, North Park, Finglas, North Road, Dublin 11, Ireland. VAT ID: IE 5929228F, as intermediary transport service upon the order of the Sender of the Consignment, the Receiver or a third person.

Conclusion of service agreement - achieved by the acceptance of the Consignment to be transported by Eurospedycja, and its delivery with the DN issued by the Sender, in which Eurospedycja confirms the acceptance of the Consignment. The DN constitutes an evidence of the conclusion of the agreement, its content and the acceptance of the Consignment to be transported and delivered, and the Sender receives a copy of this document.

Door to Door is a sender/receiver address indicated by the customer in the order, however in case of apartment building it may be the first door of the building.

B) Obligations and liability of the Carrier

1. The Carrier shall collect the Consignment from the Sender and deliver it to the Receiver as part of the performance of the Service on the basis of the order form sent by the Client.

2. The Carrier shall deliver the Consignment to the Receiver within seven workdays from the moment the Consignment was handed over to the Courier.

3. The Carrier reserves the right to prolong the time of service performance for reasons beyond the control of the Carrier.

4. The Carrier shall be liable for any loss or damage of the Consignment occurring between the time of its acceptance for transport until its delivery (surrender).

5. The maximum value of the damages that the carrier may have to pay for losses resulting from undue service performance shall amount to 300 Euro per Package. The Carrier shall not be liable for losses exceeding this amount.

6. The Carrier shall not be liable for the loss or damage of the Consignment, or for a delay in the performance of the Service or additional Services due to:

- a) reasons attributable to the Sender, the Receiver or a third person employed by them and not due to a mistake of the Carrier,
- b) the properties of the dispatched items,
- c) force majeure,
- d) the dispatch of items under different, false or incomplete names by the Sender, when these items are not acceptable for transport by the Carrier according to legal provisions or the Regulations,
- e) missing, insufficient or defective packaging of the Package (Consignment) resulting in the damage or loss of the items contained therein,
- f) insufficient or inaccurate labelling of the Package (Consignment),
- g) particular fragility of the transported items, as a result of defects or their natural properties,
- h) loading, distribution or unloading of the Package by the Sender, the Receiver or by persons acting on behalf of the Sender or Receiver,
- i) insufficient or false features or numbers on the Package (Consignment) units
- j) any other reason not attributable to the Carrier.

7. Eurospedycja may accept a Consignment that does not fulfil the conditions specified in the Regulations only, if the relevant Consignment does not present a hazard to other Consignments, to persons or property. In this case, **the Sender shall assume the liability for losses** resulting from this circumstance, as well as for possible damage or loss of the contents of the Consignment during the transport, as well as for a possible delay caused by necessity to additionally secure the Consignment, which shall be done at the cost of the Sender.

8. The Carrier shall not be liable for any losses in the Consignment, if he did not verify its weight or the number of items it contains at the moment of acceptance and if he delivers it without traces of a disturbance of the packaging as secured by the Sender with a seal, wax seal, Sender's tape or in other, similar and permanent manner.

9. The Carrier shall be solely responsible for actual proven losses incurred by the Client as a result of non-performance or undue performance of service, with the exclusion of lost benefits, profits, or income of the Client or a third person, unless they were caused by an intentional misconduct of the Carrier.

10. If the loss results from circumstances for which the Carrier is partially responsible, then its liability shall be limited to the extent in which the loss was caused by the relevant circumstances.

11. In the case of damage to the Consignment, the payable damages shall be determined in accordance with the percentage of decrease of the value of the Consignment.

12. In the case of the loss of a Consignment or Package, the payable damages shall be determined in accordance with the actual value of the lost Package, which shall not exceed the amount specified in pt. 5 above.

13. In addition to the damages specified in paragraphs 9 -12 above, the Carrier shall refund the full payment for the transport – in case of the loss of the Consignment, or part of the payment – in case of a partial loss of the Consignment, or in case of damage – the amount corresponding to the percentage of decrease of value.

14. The Carrier shall be liable for the loss, failure to use or undue usage of documents completed and enclosed with the DN by the Sender, unless it is not at fault. The Carrier's liability for proven losses in such cases shall be limited to the amount of the consideration for the Service, for the performance of which the documents were enclosed.

15. In case of a withdrawal from the agreement by the Sender for reasons attributable to the Carrier, the Carrier's liability for proven losses in this regard shall be limited to the amount of the consideration for the Service, from the performance of which the Sender has withdrawn.

16. The driver shall have the right to refuse Consignments not suitably prepared for transport.

17. A Client ordering a Service from Eurospedycja shall agree to the provision of Services and additional Services on the basis of the Regulations constituting the general terms of agreement

under the provisions of the Civil Code. The Client should familiarize himself with the currently binding version of the Regulations on the website www.eurospedycja.com.

18. Eurospedycja shall not be bound by oral or written instructions made by the Client or the Courier on a Consignment, in particular on a DN, that are contrary to the provisions of law, the Agreement or terms and conditions contained in the Regulations.

19. Modifications by the Client of the scope of a Service or additional Services shall be in writing or in electronic form, or via fax and after presenting the copy of the DN to Eurospedycja. In this event, Eurospedycja reserves the right not to deliver the Consignment on the agreed date, and to charge a fee.

C) Obligations and liability of the Sender/Client

1. The Sender shall label the consignment accurately (without errors and mistakes) and legibly with the complete address and contact details of the Receiver.

2. The Sender shall hand over the consignment to the Carrier in a condition to enable the Carrier to properly perform its services and to deliver the consignment without loss or damage.

3. The Sender shall be liable to Eurospedycja for damage to persons, equipment or other consignments, as well as for all costs resulting from a defective condition of the Consignment, insufficient or defective packaging, or undue execution of loading operations.

4. The Sender shall be liable to Eurospedycja for incorrect completion of the documents on the basis of which the Service is to be performed, including invalid, inaccurate or incomplete data or data entered in the wrong place. The Sender shall also be liable for missing documents, if it is responsible for the fact that they are missing. The Client shall also be liable for incorrect or inaccurate information provided to Eurospedycja in a different form.

5. The Sender shall hand over the consignment in a packaging. The packaging shall, among other things:

a) be of suitable durability, closed and effectively secured, for example with adhesive tape;
b) ensure that the contents cannot be reached without leaving visible traces, be properly labelled if the properties or contents of the consignment require it. The means used to secure the packaging must not be of a kind likely to cause damage to this and/or other consignments.

6. When placing an order, the Sender/Client shall provide the Carrier with the following information, which is required for the performance of the service:

- Sender details: name of the company or Sender's name and surname,
- Sender's address, including street, number and postal code,
- contact telephone number to the Sender
- date of consignment dispatch,
- Receiver details: name of the company or Receiver's name and surname,
- Receiver's address, including street, number and postal code,
- contact telephone number to the Receiver
- number of packages and weight of the consignment, contents of the consignment
- the number of consignments, weight and content of each package attributed to the order

By placing an order, the Sender confirms the compliance of declared data with the actual data and Sender's consent to the terms contained in these Regulations.

7. The Client shall pay the cost of „empty drive/order cancellation” in accordance with the applicable tariff if – after placing an order:

- a person dispatching the consignment refuses to dispatch it
- the driver cannot make contact with the person dispatching the consignment
- the dispatching person is not available at the specified address
- the address of the person dispatching the consignment provided in the order proves to be incorrect/incomplete

8. The Carrier shall be authorized to refuse acceptance of an order without specifying the reasons and to refuse to perform an order, if the order constitutes a breach of the law, the Agreement or the Regulations.

D) Payment

1. The charge for the provided services shall be paid by the Payer. The Payer may be the Sender, the Receiver or a third person specified by the Sender.
2. The Payer (Sender/Receiver) shall pay the charges for the performed service after handing the package to the courier. **The Payment shall be made on the same day or at the latest 1 working day after handing over the consignment.**
3. All payments for provided services shall be determined according to the currently binding price list of EUROSPEDECJA and shall be paid by **PayPal, transfer, credit cards or payments on account.**
Unfortunately, payment in cash to the driver is excluded.
4. The Payer cannot change the agreed form of payment of its own will without agreement with the Carrier (by contacting the office of Eurospedycja).
5. The Carrier shall have a right of retention on all Consignments of a Client which are in the possession of the Carrier in order to secure all claims of the Carrier against the Client, regardless of the cause.
6. The Carrier shall also be entitled to suspend the provision of Services under an Agreement until the Client fulfils obligations with which it is in default, including the costs resulting from the suspension of the Services and storage.
7. The Carrier shall have a right of lien on the Consignment in order to secure claims resulting from the Agreement from the moment of its acceptance until the moment of its delivery.
8. The Carrier shall have the right to terminate the agreement with immediate effect should the charges for the provision of the Services be not paid in due time.
9. The Carrier shall have the right to claim default interest at the statutory rate, if the Client is in default with the payment for the provision of the Services, and to charge the Client with the cost of recovery of these payments.
10. If a deferred payment date was established in the agreement and the Client is in default of payment of a consideration for earlier performed Services, then the consideration for the newly ordered Services and additional Services shall be due upon acceptance of the new order by Eurospedycja, unless the latter decides otherwise.
11. Eurospedycja shall have the right to terminate the agreement with immediate effect should the charges for the provision of Services and additional Services not be paid in due time.
12. Senders of international consignments shall be obliged to cover the costs of custom duties and taxes, as well as import custom clearance in case the Receiver does not pay on time.
13. For packages classified as packages that cannot be transported on a conveyor belt an additional payment of €10 for manual sorting shall be charged. Non-transportable packages include packages of various dimensions which cannot be moved by roller conveyor belt due to their contents or packaging, because the package might stop somewhere on the belt and block or cause damage to other packages. Such packages shall include packages with protruding elements which might present a threat to work safety. Such packages shall be removed from the belt and sorted manually. Round or oval packages often do not move on the belt, although the rollers are turning, and stay in one place or even fall off the belt. Packages with loose or fluid contents can also belong to this category.

E) Consignments and their contents

1. The Carrier shall not transport or deliver consignments containing:

- a) Items, the transport of which is forbidden by the regulations of laws or contracts, international conventions or agreements, to which the country of dispatch or delivery is a party,
- b) hazardous items which may cause damage to persons or property, or pollute or damage other consignments,
- c) easily flammable and caustic materials (e.g. paints, aerosols), explosive materials,
- d) alcohol,**
- e) cigarettes** (any tobacco products),
- f) firearms, replicas and ammunition, blade weapons (including sharp knives),

- g) string and plucked string instruments,
- h) artworks,
- i) jewellery (made of precious materials),
- j) items which can only be transported upon specific permission,
- k) money, cheques and other bearer securities,
- l) live animals,
- m) plants, seeds,
- n) fluids, liquids, liquid materials, fluid substances (glues, resins, liquid honey, jars etc.),
- o) goods requiring a controlled temperature,
- p) goods used for the production of medicinal products, drugs as well as psychotropic and hallucinogenic substances or components thereof,
- q) medicinal products in the meaning of the Pharmaceutical Act,
- r) perishable items, food or sensitive items,
- s) corpses,
- t) goods requiring excise stamps,
- u) **other items with properties which may be hazardous for people, or pollute or damage other consignments**
- v) in the case of combined air-road transport, items excluded from air freight due to the current legal regulations.

2. In case a consignment presents a threat of destruction/damage to other consignments or the vehicle (due to contents in breach of the Regulations), the consignment can in specific cases be subject to utilization by Eurospedycja or by subcontractors providing services on its behalf.

3. Should a consignment destroy/damage other consignments because of its contents, the Sender (Client) can be charged with the costs resulting thereof.

4. Parcels larger than 300cm in overall or heavier than **40kg** can be returned to the customer or await collection in person from the depot.

Consignments heavier than **40kg**, will be given out for delivery/ returned to the Sender/ or await collection in person from the depot for additional charge of **100€**.

5. All cases and bags etc. should be properly labelled and wrapped in stretch film, forming an integral whole, to enable safe transport.

6. Consignments not packed in cardboard (sacks, bags, cases, etc.) shall not be fully insured.

7. **All electronic equipment** (computers, laptops, monitors, TVs etc.) must be in their original packaging properly prepared for road transport. The consignment packed collectively is not backed by a fully insurance policy.

8. Glass transported in packages is not covered by insurance (jars, glasses, lamps, etc.), unless it is in manufacturer's packaging suitable for road transport. Glass in its original packaging, but packed in one package together with other items, is also not covered by insurance. Glass and other goods requiring particularly careful handling (e.g. because they are particularly fragile or can be transported only in vertical position or lying on a certain side) are not covered by the insurance and shall be dispatched at the sole and entire responsibility of the client.

9. All pharmacological and pharmaceutical products (medicinal products, food supplements, foodstuffs, milk powder etc.) must conform with the requirements and permissions of the relevant country. Consignments of any of the aforementioned products shall be accompanied by receipts/invoices/necessary purchase documentation indicating their composition and contents (in the case of medicines, the Latin description should be enclosed).

10. All **building material**, including finishing and decorative materials such as tiles, precious stones, plasters etc. must be in their original packaging securing the goods for road transport. **All the aforementioned goods shall be dispatched at the risk of the consignor.**

11. All **furniture** is sent flat pack and in the original packaging of the manufacturer to ensure safe road transport.

12. Automobile parts such as **rims and tyres**: Tyres/rims they must be packed individually a total weight of maximum **40 kg** on an international route, 30 kg on a domestic route, and must be transported according to the applicable rules.

F) Complaints

1. **Claims for undue performance of the service agreement expire when the Consignment is accepted without reservations.** However, this shall not include claims for losses or damage invisible at the moment of delivery of the Consignment. In this case, the Carrier shall be liable if the Client can prove that the loss or damage occurred during the time from the acceptance of the consignment for transport until its delivery.

2. Complaints for non-performance or undue performance of the service agreement can be lodged exclusively by the Client who ordered the services. Complaints lodged by other persons shall be returned to them with an instruction concerning persons authorized to lodge a complaint.

3. **Complaints should be lodged via e-mail the address: info@eurospedycja.com to EUROSPEDYCJA within 2 (two) workdays, counting from the moment of delivery, and in the case of the loss of a Consignment – within 14 (fourteen) workdays, counting from the day of acceptance of the Consignment by the Carrier for transport, under pain of losing the rights to possible claims.**

4. If the complaint is lodged by a person other than the Client who ordered the Service, the person should attach a confirmation of the assignment of rights or power of attorney.

5. After the notification of the damage or loss of the consignment, the client should provide all the necessary documents for processing the complaint within 7 (seven) workdays from the date of notification of the complaint. In addition, in case of a notification of damage, Client shall be obliged to keep the content subject to complaint, together with its packaging, until the complaint is closed.

6. The complaint shall be reviewed within 60 workdays, counting from the date of lodging the full complaint including the necessary documents.

7. A full written complaint shall include:

a) the business name, registered office and address of the claimant, as well as the bank account number to which possible damages shall be paid, including the justification

b) the consignment number

c) the reason of complaint (description of the situation)

d) the relevant documents justifying the amount of the claim (original purchase VAT invoice, bills, receipts or certified copies, manufacturing costs calculation, other documents confirming the amount of the claim); the Carrier may shall have the right to request additional documents required to review the complaint from the Claimant. Complaints are reviewed on the basis of consignment content declared in the order.

e) In case of destruction/damage of a Consignment, the complaint shall include photographs illustrating the actual damage, both of the consignment packaging (external damage) as well as its contents (internal damage), and also a copy of the Consignment condition protocol / copy of a damage protocol prepared with the driver at the moment of delivery of the consignment (stating external/visible damage of the consignment).

8. Complaints lodged after the time-limit, incomplete complaints (not fulfilling the conditions listed in point 7. above), complaints completed after the time-limit, or complaints lodged by an unauthorized person shall be deemed not to have been lodged and therefore invalid.

9. After reviewing the complaint, the Carrier shall notify the claimant in writing or by e-mail about the method of settlement of the complaint, possible compensation as well as the date and method of the transfer of dues.

10. The Sender shall not be entitled to deduct claimed amounts from current, past, or future dues.

G) Security of personal data

The Contractor, as the administrator of the personal data obtained via the Eurospedycja website, undertakes to secure the personal data entrusted to him against access of unauthorized persons.

The execution of rights (under the Data Protection Act 1988 and 2003) of persons registered on the website is also guaranteed. This refers in particular to the right to access one's own personal data, and the right to delete or update them.

Technical data

For technical purposes, the Contractor shall collect IP data of the computers logging onto the website. This data shall not contain any information referring to the user's identity and shall be collected exclusively for technical purposes and to obtain very general demographic data on the persons visiting the website. Some elements of the website may use so-called cookies. This is information saved on the user's hard drive in order to facilitate interaction and communication with the website. Cookies shall not be used by the website to collect information not connected with our website or its usage by the user. The user can disable the cookies at any time in his web browser.

Transfer of data

The Contractor shall not transfer or sell data concerning persons registered on the website to marketing companies and other companies not directly involved in the process of service provision. However, the Contractor reserves the right to transfer address and contact data included in the orders to partner courier companies which may perform the service or part of the service on behalf of Eurospedycja. This data is used exclusively in order to ensure correct service provision.

Website information

The Contractor reserves the right to send unannounced messages by electronic means to persons registered on the website. These messages may concern changes in the operation of the website, news about the services, service opening days during the Christmas season, new services, special offers or seasonal wishes (e.g. New Year's wishes). Every person registered on the website may stipulate that he/she does not want to receive any messages except those necessary for correct service performance.

Website accounts

An account on the website may be created by any person who wants to order a service or is interested in receiving the Newsletter. The Contractor reserves the right to block or delete an account of a person registered on the website without providing a reason. Orders made using a Client's login and password shall be treated as placed by that Client.

Questions

Please send questions regarding our Privacy Policy via the contact form available on the website.