

General Terms and Conditions

Complexpress Logisztika Kft. courier service

1. The Contracting Parties

1.1. The Supplier

Complexpress Logisztika Kft. (hereinafter: Supplier)

Registered office and mailing address: 1033 Budapest, Szentendrei út 89-95.

Business premises: 1033 Budapest, Szentendrei út 89-95.

Order processing: 1033 Budapest, Szentendrei út 89-95. 08:00 – 18:00 on weekdays

Telephone: 06-1-203-4681, (06-30) 694-2465

E-mail: info@complexpress.hu

Website: www.complexpress.hu

Customer Service Office: 1033 Budapest, Szentendrei út 89-95.

Opening hours: 08:00 – 18:00

Core activities: courier services and express postal services within Hungary pursuant to Subsections 9 and 15 of Section 2 of Act CLIX of 2012 on postal services (hereinafter Postal Services Act).

Courier service: *a time-guaranteed postal service to be performed within 24 hours of accepting a consignment, whereby the postal operator undertakes to have the person accepting the consignment personally monitor the consignment continuously until a delivery attempt is made, ensuring that the sender may change the addressee details or the delivery address at any time during this period and take the necessary steps if delivery to the addressee fails.*

Express postal service: *a time-guaranteed service within the framework of which the Supplier agrees to deliver the consignment on the next business day at the latest in case of domestic shipments, or not later than on the third business day in case of shipments to EU member states, or not later than on the fifth business day in the case of other international shipments, and agrees to provide the extra services specified in Sections a) to e) below:*

a) trackable shipments;

b) COD (cash on delivery);

c) declared value coverage;

d) consignments posted as "Addressee Signature Required",

e) pick-up of the consignment at the sender's residential address, temporary address, registered office, business premises or branch.

For the provision of services the Supplier may use third parties.

1.2. The Customer

Customer: any private individual, legal entity or business organisation without a legal entity or any other organisation that complies with the General Terms and Conditions, or uses the Company's services pursuant to provisions stipulated in separate agreements in justified cases.

When the Supplier's services are used, the sending customer (hereinafter: sender) shall be the private individual, legal entity or business organisation without a legal entity or any other organisation indicated as sender on the consignment.

Addressee: the customer indicated as addressee on the consignment, its packaging or on the accompanying document.

Irrespective of the existence or nonexistence of a contractual relationship, the Supplier considers as customer any person that initiates proceedings or enforces a claim against the Supplier.

2. Subject of the Contract

Pursuant to the service contract the Supplier hereby agrees to accept from the sender, forward and deliver to the addressee or the authorised recipient at the address given by the sender consignments the size, weight, contents and packaging of which meet the requirements of the General Terms and Conditions and of the legal regulations, provided the relevant service charge is paid.

The rules pertaining to the packaging, sealing, addressing and posting of deliveries are included in this chapter only if they differ from the general rules laid down in the section listing the sender's responsibilities.

The General Terms and Conditions define consignments in detail, specify the maximum size and weight, as well as the requirements pertaining to the contents of the consignment.

Consignment: a parcel that meets the weight and size limits of the shipment terms and conditions and the address is adequately indicated on the consignment, its packaging or the accompanying document (waybill).

Types of consignment: letter or parcel that the Supplier ships on a road vehicle with an accompanying waybill.

3. Conclusion, modification and termination of the Contract

3.1. Conclusion of the Contract

The Service Contract is concluded either when the consignment is accepted by the Supplier, or when the Supplier agrees to provide the requested service. A consignment is accepted when it is taken over in exchange for a written receipt.

The starting date of the Service Contract is the pick-up time and date affixed by the Supplier and the pick-up employee's signature.

If the General Terms and Conditions stipulate that the contract must be concluded in writing, the service contract will be the written contract, which will enter into force after being signed by all contracting parties.

The forms – including customised forms – required for the use of the services shall be provided by the Supplier to the customer free of charge.

The consignment – unless agreed otherwise by the contracting parties – shall be accepted by the Supplier if the sender has put it into a container appropriate for the qualities, nature and quantity of its contents, and the contents of which cannot be accessed without apparently damaging the packaging or its seal.

Unless the General Terms and Conditions stipulate or the parties agree otherwise, payment for the services shall be made within eight working days from the receipt of the first service invoice after the delivery of the consignment. The payment deadline can be extended in the contract, but only if the contract is drawn up in writing.

Upon mutual agreement the Parties can divert from the provisions of these General Terms and Conditions in the service contract unless prohibited by law.

The contracting parties cannot divert from the provisions of the General Terms and Conditions if diversion would pose risks to life, health or physical integrity during the acceptance, processing, shipment or delivery of the consignment, or would infringe or jeopardise the addressee's right to receive the consignment in a safe manner.

3.2. Modification of the contract (ex-post instructions)

The sender is entitled to modify the contract only in the following cases:

3.2.1. Modification of the contract by the sender before the consignment is dispatched

The sender of the consignment may – for a surcharge – request special services after placing the order, modify or cancel the order, or take the consignment back before it is dispatched.

3.2.2. Modification of the contract by the sender after the consignment has been dispatched

In compliance with the rules pertaining to ex-post instructions, the sender may – for a surcharge – change the address details of the consignment even after it is dispatched. This must be taken into account by the Supplier at the destination prior to beginning the delivery process.

If the modification of the address entails the forwarding of the consignment to another delivery place, or the return of the consignment to the sender, a forwarding fee shall be paid.

4. Refusal of service

4.1. Refusal to conclude and perform a contract

The Supplier shall refuse to conclude or perform the service contract if any of the facts listed below comes to its knowledge:

- fulfilment of the contract violates a legal regulation or an international treaty;
- the contents of the consignment are obviously harmful or hazardous to life, health, physical integrity or the human environment;
- the consignment does not meet the requirements pertaining to conditional deliveries;
- the packaging of the consignment does not meet the requirements set out in the General Terms and Conditions;
- the extra costs arising from the refusal of performance pursuant to the above sections, or the costs related to the return delivery of the consignment shall be borne by the sender.

The Supplier may refuse to conclude the contract if:

- fulfilment of the service is suspended or restricted pursuant to law, or
- the transport conditions required for the provision of the service are not available for reasons beyond its scope.

If the Supplier has reasonable grounds to presume that the conclusion of the service contract should be refused, the Supplier may make the conclusion of the service contract dependant on whether the sender proves that this presumption is groundless. If the sender wishes to prove that the presumption is groundless, the opportunity to do so shall be given to them on the spot and immediately. If, as a result of the sender's argument, the presumption proves to be groundless, the Supplier shall repackage the consignment in a safe way, free of charge. In this case the Supplier shall not refer to the incompleteness of the packaging later on.

4.2. Termination of the contract

Reasons for terminating the service contract:

- the Supplier fails to perform the services undertaken in the contract;
- the consignment is undeliverable;
- the sender withdraws from the service contract.

4.3. Undeliverable consignments

A consignment is considered undeliverable if it cannot be delivered to the addressee (or other authorised recipient) for a reason beyond the Supplier's control.

The Supplier shall return undeliverable consignments to the sender, but may demand reimbursement for the related costs from the sender. If the sender refuses to pay the costs of the return delivery, or the consignment cannot be returned to the sender for reasons beyond the Supplier's control, the consignment shall be deemed unreturnable.

4.4 Unreturnable consignments

The Supplier shall keep and hold unreturnable consignments in accordance with the relevant safe-keeping rules specified in the Civil Code with the following exceptions.

- a) With the exceptions of cases specified in Sections b) and c) below, the Supplier shall keep registered consignments for three months from the date of posting, after which the consignments shall be destroyed;
- b) The Supplier shall keep parcels for three months from the date of posting, after which the parcels can be opened by the Supplier;
- c) The Supplier shall open registered consignments immediately if the keeping time set forth under Sections (a) and (b) above cannot be observed due to the potentially hazardous or perishable nature of their contents.

After opening the consignment the Service Provider will sell its contents if they have a commercial value, or destroy them.

Consignments shall be opened, sold or destroyed by a committee of at least two persons, who can be the Supplier's employees, members or cooperating partners. The committee shall draw up a report about the actions taken. The Supplier shall keep the report for one year from the acceptance of the consignment for shipment.

The Supplier shall use or save the amount raised from the sale of such consignments to reduce the costs incurred/to be incurred due to the holding of unreturnable consignments.

5. General rules pertaining to the use of services

5.1. The sender's responsibilities

5.1.1. Rules pertaining to the contents of the consignment

It is the sender's responsibility to ensure that the contents of the consignment comply with the legal regulations and the General Terms and Conditions.

The consignment cannot contain articles or substances the shipment of which is prohibited by law or the General Terms and Conditions. Certain items and substances specified in the General Terms and Conditions can only be posted in compliance with the requirements specified in the General Terms and Conditions. Prohibited and restricted items and the shipment terms and conditions of the latter are included in *Annex 1*. Articles that require power or energy for operation can be placed inside the parcel in a manner that would prevent accidental operation.

The Supplier is not mandated to inspect the contents of a consignment to determine whether or not they are prohibited from shipment, or can be shipped under certain conditions only. However, if in any stage of the provision of the service the Supplier finds

that the contents of the consignment are prohibited from shipment, or the conditions required for shipment are non-existent, it will refuse to deliver the consignment to the addressee. The sender shall be liable for damage caused by the consignment to the health or physical integrity of persons and other objects, the Supplier's equipment and other consignments; the sender shall bear their own loss and shall indemnify the Supplier for the extra costs incurred (e.g. return, repackaging, costs incurred during loss mitigation, etc.) if such costs occurred due to the sender's non-compliance with the provisions stipulated by law and in the General Terms and Conditions.

5.1.2. Packaging, sealing, addressing

It is the sender's responsibility to address the consignment in a way that ensures proper delivery, and that packaging corresponds to and provides appropriate protection for its contents.

Packaging consignments: Consignments must be packaged in accordance with the qualities, nature, shape and weight of their contents, in a way that packaging would provide adequate protection for the contents.

As an outer coverage, clean and light packaging material must be used, which does not disturb the readability and the handling of the address details, and onto which the address label and other markings can be glued simply and permanently.

Bags, baskets and objects that are usually not packaged in trade do not have to be packaged.

Sealing the consignments: The encasement, internal and external packaging and sealing of the consignment must ensure that the contents cannot be accessed without causing obvious damage to the encasement.

Addressing the consignments: The consignment must be provided with a clean, accurate and easy to read address label. The Supplier will not accept consignments for delivery with an address that has been crossed out, re-written or otherwise modified. The addressee's name shall be indicated on the consignment in its full form. Several names can be listed as addressees.

The address label must be formulated in a way that the address of the sender and that of the addressee can be clearly distinguished. The address details must be written on the address label attached to the consignment in a durable way, as well as on the attached address slip and other accompanying documents in Latin letters and Arab numbers (Roman numbers for districts, road and street numbers, building, floor and door numbers, if necessary), in a legible way in ink, with a typewriter, a ballpoint pen or by printing.

Tie-on, glue-on or sew-on address tags can also be used. It must be ensured that these tags should not detach from the consignment.

The addressee's name and address shall be indicated on the front side of the consignment, along the length of the package.

The sender shall indicate the following address details on the consignment:

- name(s) of the addressee(s);
- destination of the consignment – name of the settlement;
- street address – street suffix, house number (or topographic number in the absence of a house number), staircase number;
- more precise address details – floor and door number;
- postal code of the destination address;
- name of the country in case the consignment is to be shipped abroad.

If the sender indicates several addresses on the consignment, the Supplier shall use the address given in the first place, or if one of the addresses is a P.O. Box, the other address as a return address.

The addressee's responsibilities are included in the General Terms and Conditions.

6. Calculation and payment of the service rates

6.1. Calculation of the service rates

The Customer shall pay a fee for the use of services advertised in the General Terms and Conditions (hereinafter: services).

The service rates are listed in the Tariffs Table of *Annex 2* to these General Terms and Conditions.

Pursuant to the provisions of a written contract concluded with the Supplier, the service rates can also be paid by bank transfer.

The service rates shall be determined by the Supplier. In case of rates that belong to the free pricing category the Supplier shall inform its customers about the new charges on its website 15 days before they are supposed to take effect.

After the change in service rates takes effect, the customer must pay the new charges.

The Supplier is entitled to claim the service rates and other amounts payable for the consignment for a year from the delivery of the consignment.

6.2. Payment methods

The service rates can be paid in cash by the sender or the addressee, or via bank transfer. Postage meters cannot be used.

Cash payments: In accordance with the sender's instructions, the Supplier shall issue a cash invoice to the sender after accepting the consignment for shipment, or to the addressee upon delivery.

Payment by bank transfer: Pursuant to a separate agreement the Supplier shall issue a bank transfer invoice to the sender or the addressee.

7. Services (for the service rates see *Annex 2*)

The Supplier ships and delivers all consignments by recording and registering them, and by returning the signed delivery certificate to the sender after delivery.

7.1. Available services (for the service rates see *Annex 2*)

Courier service: – the consignment accepted for domestic shipping is delivered within 24 hours after being tendered by the sender.

- COD (collection of the value of the consignment on delivery and transfer of the amount to the sender's bank account)
- consignments posted as "Addressee Signature Required" (the consignment can be released to the addressee only)
- delivery at a time pre-arranged with the addressee

Express postal services: within the framework of this service the Supplier takes over the consignment from the sender, forwards it to the processing point, where the consignment is held, stored and processed. After being accepted for shipment, the consignment is delivered to the addressee on the next business day in case of domestic shipments, and on the third business day at the latest in EU member states.

For a surcharge the sender may also request the following services:

- a) COD (*cash on delivery*);
- b) *declared value coverage*;
- c) *consignments posted as "Addressee Signature Required"*

The charge for posting a consignment shall be paid in cash or via bank transfer in accordance with the provisions stipulated in the contract.

The sender may request the following services free of charge:

- tracking and tracing: (<http://complexpress.fuvarlevel.com/>) the sender can track the consignment via the Internet.
- declared value coverage
- delivery at a time pre-arranged with the addressee

7.2. Special services (for the rates see *Annex 2*)

- **Packaging**

7.3. Collection

Consignments are picked up at the sender's premises or address at a pre-defined time based on orders placed over the phone or in writing. The Supplier shall inform the customer about the expected pick-up time at the Customer's premises.

Consignments will be picked up by a contracted courier of the Supplier, pursuant to the oral agreement between the customer and the Supplier.

Services can be ordered at the following telephone number: (06-1) 203-4681.

The proof of conclusion of the service contract and of the acceptance of the consignment by the Supplier is the certificate that bears the signature of the accepting party, the time and date of pick-up and the Supplier's details.

If, following visual inspection, the courier finds the consignment hazardous to their own personal safety, or unsuitable for shipment by the available means of transport, or if the consignment contains articles excluded from delivery, or ones that do not meet the requirements set out in *Appendix 1* of the General Terms and Conditions concerning conditional delivery, the courier may refuse to pick up the consignment.

7.4. Weight and size limits

The weight and size limits of consignments accepted for delivery by the Supplier considering the means of transport are the following:

- in case of delivery in a passenger vehicle, the maximum weight of the parcel is **40** kg.
- in case of delivery in a passenger vehicle, the maximum dimensions of the parcel are 200 x 50 x 50 cm)

8. Delivery of consignments

8.1. General rules of delivery

The Supplier shall deliver each consignment to the address defined by the sender on the consignment or in its accompanying documents, except where the agreement of the parties or the addressee of the consignment provides differently.

If the delivery of a consignment is not possible for some reason, the Supplier shall inform the sender, preferably via telephone, and shall return the consignment to the sender as instructed by the sender, and the sender shall concurrently pay the relevant charges.

Inappropriate addressing shall not exempt the Supplier from attempting to fulfil its obligations undertaken in the contract, but if the consignment proves to be undeliverable due to inappropriate addressing, the Supplier will be exempt from paying damages.

8.2. Place of delivery

8.2.1. Home delivery

The Supplier shall deliver all domestic consignments to the address given.

8.2.2. Indirect delivery

In cases specified by the law, the Supplier shall deliver the consignment not to a natural person, but to the head of the organisation residing at the given address or to a person authorised by the head of the organisation to receive consignments at the place named by the indirect delivery agent.

Items that cannot be delivered indirectly

- damaged registered consignments;
- consignments posted as "Addressee Signature Required";
- COD consignments;
- any other consignments whose indirect delivery is excluded by law or by the agreement of the parties;
- any consignment the indirect delivery of which is objected to by the addressee in writing.

The Supplier will leave a note for the addressees of consignments that are not deliverable by indirect delivery to inform them of the arrival of their consignments.

Indirect delivery agents shall handle their own consignments (sent to their employees) separately.

8.3. Delivery of consignments to authorised persons

Persons authorised to receive consignments include the addressee, their authorised representative, the substitute recipient and the indirect delivery agent.

The Supplier will deliver all consignments to authorised persons only. The Supplier is deemed to have fulfilled the service contract after releasing the consignment to the authorised person.

For consignments sent to a legal entity, a business organisation without legal entity or other organisations (hereinafter collectively: organisations), the authorised recipient shall be the senior official of the given organisation. Consignments addressed to natural persons and organisations at the same time – even if the organisation is not mentioned by name, and is identifiable only by its (mailing) address –, shall be considered as consignments sent to organisations.

Persons authorised to receive such consignments in addition to the addressee, shall be liable for handing over the consignment to the addressee pursuant to the general rules of the Civil Code.

8.3.1. Acknowledgement of receipt

The person receiving the consignment shall acknowledge the receipt of the consignment by recording the time and date of delivery and by signing their full name on the delivery certificate.

In case a consignment is addressed to a natural person, and the receipt is acknowledged by a person other than the addressee, the recipient shall indicate the relationship between the two of them.

If the recipient refuses to sign the delivery certificate, the Supplier shall return the consignment to the sender, indicating the reason for doing so.

Registered consignments addressed to a person who cannot write, uses letters other than Latin, is blind, or whose writing ability is hindered as a consequence of a physical condition, shall be delivered in the presence of a person of age who can write. The witness, his role as such being indicated, shall sign their own name on the delivery document when the consignment is released. The witness and the addressee are obliged to certify their identity to the delivery driver.

Consignments addressed to underage persons or persons subject to guardianship excluding their ability to act, will be delivered by the Supplier to the addressee's legal representative or guardian. The legal representative or guardian shall certify their status by presenting a valid court decree, or by an ID card or certificate issued by the relevant authorities.

If the natural person addressee has deceased, or the legal entity, business organisation without legal entity or other organisation marked as addressee has ceased to exist, the Supplier shall return the consignment to the sender immediately after learning about such facts.

8.3.2. Recovery and return

Misdelivered consignments and their contents shall be recovered by the Supplier even if they had already been opened. At the same time, the Supplier shall record the fact of misdelivery, refund the amount collected at the time of misdelivery, and deliver the consignment to the correct address after sealing it and indicating the fact of prior misdelivery on the packaging.

If consignments handed over to an authorised person, a substitute recipient or an indirect recipient cannot be delivered to their addressees, such consignments, if intact and undamaged, shall be taken back by the Supplier, who – indicating the reason for unsuccessful delivery as well as the signature of their recipient/intermediary – will return the consignments to the sender.

The Supplier will not take back any properly delivered COD consignment once it has already forwarded the accounting certificate.

If, at the time of delivery the addressee or their authorised representative declares in writing that they will not accept the consignment, the Supplier shall return the consignment to its sender with no regard for the delivery deadlines, indicating the reason of refusal.

If these persons refuse to make such a declaration in writing, the Supplier shall record this fact in the delivery certificate as well as on the packaging of the consignment.

If the consignment cannot be delivered to the addressee for a reason beyond the Supplier's scope, the Supplier shall return the consignment to the sender, indicating the reason.

9. Information supply, complaints

9.1. Information supply

The Supplier hereby agrees to inform its customers about all major changes of the terms and conditions of its services.

The Supplier shall make the following information accessible to the users via telephone, e-mail and its website:

- the General Terms and Conditions;
- the applicable rates;
- the telephone number of its permanent contact, and other contact information;
- any other information of public interest.

9.2. User reports and complaints

Pursuant to the relevant legal regulations, the Supplier shall ensure the possibility for customers to make service related reports (hereinafter: complaints) free of charge.

Customers can lodge complaints in the following ways:

- via telephone;
- by mail;
- by other appropriate methods (e.g.: e-mail).

A report qualifies as a complaint if the user of a service (customer) states that the service provided by the Supplier partly or entirely contradicts the provisions of law or the General Terms and Conditions. The Supplier shall register any report or announcement of lost or damaged consignments, as well as settled compensation claims among complaints.

Complaints that occur during the fulfilment of the services in relation to a consignment may be filed within a preemptory term of six months from the date of pickup; in case of an objected activity or behaviour complaints can be lodged within thirty days of the date on which information surfaces about such an activity or behaviour, but not later than six

months from the date on which such activity or behaviour occurred.

The Supplier shall investigate all incoming complaints within the frameworks of a free, simple, transparent and discrimination-free procedure.

In case of complaints made orally, the Supplier shall make every reasonable effort to settle the situation on the spot and/or give the necessary information. The Supplier shall investigate the complaint and respond to the customer within the shortest possible time, but not later than within 30 calendar days from the date on which the complaint was filed.

In case of complaints made orally or over the phone, the date of complaint submission shall be the day on which the complaint was made orally, and in case of written complaints, it shall be the day on which the letter or other written report containing the complaint reaches the Supplier. The Supplier will inform the customer about the result of its investigation in writing immediately in the case of domestic services, and within 15 days from the receipt of the complaint in the case of international services. In case the foreign supplier fails to send the relevant information on time, the domestic supplier shall not be held liable for the completion of the services specified in the service contract if it has done its best to obtain the data and information from the supplier of the cooperating partner by the deadline.

The Supplier shall keep records of all complaints.

If the customer does not accept the response given to their complaint, or if the Supplier fails to respond to the complaint within the given deadline, the customer may contact the Authorities within 30 days of the date of receiving the response or of the missed deadline.

10. Data handling rules, protection of data and confidential information

10.1 Data supply

Data related to the Supplier that are necessary for using its services, or for ensuring access to the data by the Authorities, or for the Authorities to perform their tasks, shall be transferred to the Authorities, even if such data qualify as trade secrets.

Data defined as public information in the General Terms and Conditions shall be made publicly available by the Supplier.

During the data supply activity the data supplier is liable for the timeliness, authenticity, accuracy and verifiability of the contents of the data.

10.2 Protection of personal data, liability to protect confidential information

The Supplier can handle, process and forward data that are related to the provision of the service or that come to its knowledge during the provision of the service in accordance with the act on the Right of Informational Self-Determination and on the Freedom of Information.

The Supplier can get to know the contents of the consignment it ships only to the extent required for the provision of the service.

The Supplier:

- cannot open any sealed consignment – except for cases specified in this section;
- can inspect non-sealed consignments to the extent required to determine the necessary data needed for acceptance, processing, forwarding and delivery;
- cannot disclose data that come to its knowledge during the provision of the service to persons other than the sender, the addressee (or other authorised recipient) or entities involved in the provision of the service;
- cannot transfer the consignment to persons other than the sender, the addressee (or other authorised recipient) or entities involved in the provision of the service in order to let them know about the contents of the consignment;
- cannot provide information about the provision of the service to anybody other than the sender, the addressee (or other authorised recipient) or entities involved in the provision of the service.

The person presenting the proof of posting or the unique ID of the consignment (e.g. code, identification number), or who gives the Supplier the names of the sender and the addressee, and the delivery address of the consignment if necessary electronically (via telecommunication equipment or the Internet), is deemed to have the same rights as the sender.

The Supplier has the right to open the sealed consignment if:

- the encasement of the consignment is severely damaged, and the packaging must be opened to protect the contents of the consignment, and protection of its contents cannot be ensured without repackaging;
- this is required for the aversion of hazards posed by the contents of the consignment;
- the deadline to keep undeliverable parcels has expired.

Consignments shall be opened by a committee of at least two persons, and the fact of opening and the measures to be taken are recorded in a report. The Supplier shall appoint employees, members or cooperating partners to the committee. If no committee can be set up, the consignment can be opened in the presence of the authorised representative of the local government. The fact of opening must be indicated on the consignment, and if possible, the sender must be notified about the fact and reason of opening.

The Supplier and persons (organisations) involved as cooperating partners in the Supplier's activity shall take appropriate organisational and technical measures to ensure the confidentiality of the shipped consignments, written and oral communications. Under conditions set out by law, and upon request by the relevant authorities, the Supplier and its cooperating partners (persons or organisations), shall present the consignment and any written or oral communication to organisations authorised by law, as well as to allow such organisations to monitor, store or otherwise manipulate the consignment and the related communications.

10.3. Postal employees', agents and cooperating partners' liability for the protection of data and confidential information

The liability for the protection of data and confidential information applies to the Supplier's

employees, agents and cooperating partners – even after the end of the employment relationship, membership, agency or contribution relationship – to the same extent it applies to the Supplier, and they shall be held liable for the violation of the relevant rules.

11. Liability for the supply of services

For failure to provide services in accordance with the contract, including damage, loss or destruction of the consignment or its contents, the Supplier shall be held liable in accordance with the Postal Services Act and these General Terms and Conditions.

The Supplier shall not be held liable for damage caused in relation to its services, if it occurs due to an unpreventable cause, beyond the Supplier's control:

- force majeure: war events, sabotage, riots, attacks committed with explosives or other emergencies, natural disasters, fires, strikes, threats with explosion, as well as in the case of actions taken pursuant to the instructions of agencies authorised by the Act on National Defence;
- if the parcel is not packaged properly for its contents,
- if damage is caused by the internal characteristics of the parcel, a deficiency in packaging that cannot be seen from the outside of the package or due to an incorrect address;
- the sender has failed to declare in advance that the consignment requires special handling (e.g. fragile); and
- for consequential damage or unrealised profits.

The burden of proof regarding the above damage/loss lies with the following parties:

- the incompleteness of the packaging or addressing, as well as the presence of unavoidable external circumstances beyond the Supplier's scope, or – in case the service has been rendered as per the contract – the intervention of a person other than the aggrieved party shall be proven by the service provider;
- the sender or the addressee if the damage/loss occurred not because of improper/inadequate packaging or an incorrect/incomplete address; or if the damage/loss is not associated with the contents, internal characteristics of the consignment.

In case of indirect delivery the Supplier's liability is transferred to the recipient as soon as the consignment is handed over. The recipient's liability towards the addressee is stipulated in the general rules of the Civil Code.

11.1. Compensation for damage

11.1.1. The general rules of compensation

The customer may submit a claim for compensation from the Supplier in writing from the 15th day after the day of postage, or if the consignment suffers damage or partial loss, after the conclusion of the relevant report. The compensation claim can be enforced within six months from these dates (period of limitation).

If a postal consignment is delivered with delay, the customer may submit a claim for compensation from the Supplier in writing within 15 days from the delivery of the consignment. The deadline is a term of preclusion.

Compensation claims for lost, destroyed, damaged or incomplete consignments shall be investigated and satisfied on the basis of the records taken by the Supplier at the time of reporting the claim, or on the basis of the submission of a compensation claim in writing.

If the Supplier is unable to recover a misdelivered consignment and to deliver it to the correct address, the consignment shall be deemed lost.

With the exception of the cases described below, the compensation claim can be enforced by the sender. Compensation shall be claimed by the addressee if:

- he has taken over the damaged consignment; or
- the sender has transferred his right to claim compensation to the addressee.

The Supplier can ask the customer for proof of the extent of loss if the compensation claim is related to damaged consignments or loss of contents.

11.1.2. Submission of compensation claims

If as a result of the investigation of the complaint the Supplier concludes within 30 days that the parcel got destroyed or lost, it shall notify the customer in writing.

If the customer wants to submit a claim for compensation from the Supplier, he can do so from the 15th day of posting during the six-month period of limitation.

Claims for compensation for a damaged consignment or for full or partial loss of contents can be submitted in writing.

If at any stage of consignment handling the Supplier detects a damaged or incomplete consignment, it shall draw up a report on the fact and extent of the damage/loss. The Supplier shall deliver any damaged or incomplete consignment together with the relevant report.

In these cases the consignment shall be received by the addressee or their authorised representative – or by the sender in certain cases – who shall indicate the amount of compensation claimed in the report (or attach a statement related to the contents of the report) – and shall sign the report in acknowledgment of receipt.

If the damage or incompleteness of the consignment cannot be detected at the time of delivery, the related complaint shall be submitted to the Supplier in writing within 3 working days of delivery.

11.1.3. Investigation of the compensation claim, payment of compensation

In case a consignment gets destroyed or lost, or its contents partially or fully disappear, and a relevant compensation claim is submitted, the Supplier will investigate the claim within 30 days and will immediately notify the customer about the result of the investigation.

If a compensation claim is found justified, the Supplier will take measures for the payment of the compensation it finds lawful within 8 calendar days of the end of the investigation.

If the Supplier fully or partially dismisses the compensation claim, it shall inform the customer about the reasons of dismissal in writing.

11.1.4. The extent of compensation

If the contents of the consignment get damaged, fully or partially lost or destroyed, the Supplier shall pay a lump sum compensation according to the following rules:

If a consignment posted with declared value coverage gets lost or destroyed, the amount of the compensation equals the value declared by the sender.

If a consignment posted with declared value coverage gets damaged or part of its contents get lost, the amount of the compensation shall be proportionate to the damage or loss, but shall not exceed the amount of the declared value.

If a time-guaranteed consignment without declared value coverage gets destroyed or lost completely, the Supplier shall pay a compensation equalling fifteen times the amount paid for the service.

In case of COD service, the Supplier shall be held liable for up to the collectible amount, if the Supplier delivers the consignment without collecting the payable amount, or by collecting less than the payable amount.

11.2. Procedure to follow in case of consignments recovered after a compensation is paid

If the consignment or part of the consignment's contents are recovered after the payment of the compensation, the Supplier shall notify the recipient of the compensation. The Supplier shall return the consignment to the recipient of the compensation, however the latter shall not repay the compensation. In case of an unsuccessful delivery attempt, if the recipient of the compensation fails to respond to the notice within 8 days, the Supplier shall deem that the recipient of the compensation has renounced his right to the recovered consignment or partial content.

11.3. The Supplier's obligation to refund service rates

If it is established that a service rate was calculated or collected erroneously at the time of acceptance or delivery, respectively, or there is a difference between the payable and the collected amounts, or if the service paid for has not been performed, the Supplier shall

refund such fees or the differences thereof to the sender of the consignment, upon learning about such facts.

The service rate shall be refunded in full if

- the sender withdraws from the contract by claiming the consignment back at the place of pick-up before it is forwarded,
- the consignment is returned to the sender without reaching its destination through the Supplier's fault,
- if the Supplier has not fulfilled the service contract,
- a fragile consignment marked and posted as such was damaged.

The Supplier will repay the service rates in part in the following cases and under the following conditions (partial refund of service rates):

The overpaid amount will be refunded if the sender or the addressee has paid a charge higher than what is payable for the consignment based on the tariffs table, and this fact can be established from the Supplier's processing documents or from the consignment.

The difference between the paid and the newly payable fee will be refunded if the sender modifies the address of the consignment or the requested additional or special service before the consignment is forwarded, and the new charge based on the new address or service is lower than the sum that has been paid.

11.4. Liability for the late delivery of consignments

The Supplier shall pay compensation for the late delivery of consignments with guaranteed delivery deadlines, except where it can prove that the delay occurred due to an unavoidable cause beyond its scope. The amount of compensation shall be twice the amount of the service rate.

The Supplier shall not be liable to pay compensation for the late delivery of consignments with no guaranteed delivery deadlines.

If the delivery – or the delivery attempt – of domestic consignments does not take place within fifteen days of the pick-up date, such consignments shall be considered as lost, unless the parties agree otherwise, and the rules pertaining to lost consignments shall be applied regarding compensation.

If the consignment regarded to be lost is recovered, it must be delivered, but the compensation already received shall not be repaid to the Supplier even if the delivery is performed.

12. Service quality

In performing its activities, the Supplier undertakes to fully provide the services requested and paid for by the customer based on these General Terms and Conditions, to forward the consignments under safe circumstances, and to deliver them in an intact and

undamaged condition as set forth by the quality requirements of the relevant government decree.

The shipping routes and methods for individual consignments shall be determined by the Supplier in accordance with the service requested.

12.1. Domestic transit times

The Supplier shall organise and pursue its activities in a way that the shipping time for domestic consignments from the beginning to the end of the route shall be as follows:

The Supplier undertakes to deliver or attempt to deliver consignments in compliance with its current and future general agreements as well as with the delivery deadlines stated in the ad hoc contracts (waybills), in line with the instructions shown on the waybill and given by the sender.

13. Intelligence cooperation

The Supplier cooperates with organisations that are authorised to gather intelligence pursuant to a separate law. Concurrently with starting the provision of services, the Supplier ensures the availability of equipment, premises and methods required for the gathering of intelligence. Data supply to organisations authorised to gather intelligence is free of charge.

Dated in Budapest on 16 January 2018.

Prohibited items/substances

The Supplier refuses to ship items that belong to the following categories:

- cold weapons and firearms;
- ammunition, explosives;
- radioactive, flammable, toxic, corrosive, combustible and explosion-prone substances and items containing such substances;
- live plants and animals;
- items of exceptional value;
- mortal remains;
- perishable products, products that may be the source of contamination or disgust;
- temperature-sensitive products;
- articles offending the memory of the dead, cremated ashes;
- commercial quantities of alcohol and tobacco products;
- narcotics, other hallucinogens and substances specified in the Penal Code;
- inappropriately packaged items;
- shipments meant to be sent to a post office box;
- unregistered consignments;
- dangerous goods specified as such in ADR (European Agreement concerning the International Carriage of Dangerous Goods by Road).

Rates and discounts:

Weight	Domestic rates (gross)
0-1.0 kg	HUF 2,500
1.1-3.0 kg	HUF 3,300
3.1-5.0 kg	HUF 4,000
5.1-10.0 kg	HUF 4,300
10.1-15.0 kg	HUF 4,800
15.1-20.0 kg	HUF 5,400
20.1-25.0 kg	HUF 6,100
25.1-30.0 kg	HUF 6,700
Surcharge over 30 kg	HUF 70 per kg

Regulator:

National Media and Infocommunications Authority

Address: 1133 Budapest, Visegrádi u. 106.

Postal address: 1376 Budapest, Pf. 997.

Telephone: (+36 1) 468 0500

Telefax: (+36 1) 468 0680

E-mail: info@nmhh.hu

Forms used during the provision of services:

Shipping label (software printed)

 PN WM1 18818592001 1033 000000	MAGYAR POSTA ZRT.  MPL Üzleti csomag Felv.h: Bárhol felvehető DÁTUM: 2018.03.10.
Feladó: COMPLEXPRESS LOGISZTIKA KFT. Vevőkód: 0020131012	
Complexpress Logisztika Kft. Budaörs ... OLK 1000	 
Információk: Minta Kft. megbízásából	
Tartalom: Tömeg: 1,00 Kg Értékvédelem: *10500* Ft Ciszelt fizet: *0* Ft Árufizetés: *0* Ft	
KÉZBESÍTÉSKOR FIZETENDŐ: *0* Ft	
Ciszelt: Partnerkód:	
Minta Szandra Budapest Szentendrei út 89-95.	
1033 20-1234567	

Sample marking:

