

## PARCEL DELIVERY RULES

Valid from 2024.04.10

### 1. GENERAL PROVISIONS

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- 1.1. These Parcel Delivery Rules (hereinafter referred to as the “**Rules**”) establish the procedure for the services offered by Venipak Polska sp. z o.o. (hereinafter referred to as “**VENIPAK**”), as well as requirements for preparing a parcel and ordering services as well as other standard customer’s obligations and limits of the provided services and liability. The current version of the Rules is available on the website of VENIPAK which you can access by clicking on the following link: <https://venipak.pl>. These Rules also establish areas of responsibility assumed by Venipak Polska sp. z o.o., its employees and agents (persons who provide services for the benefit of VENIPAK) and limits of their liability. The Rules are further supplemented with the instructions titled “Proper Packaging” and “Guidelines for Recipients” which are available on the website of VENIPAK under the heading “Important Information” as well as all information on VENIPAK services on the website <https://venipak.pl> and they are considered an integral part of these Rules.
- 1.2. The Rules supplement and detail the terms and conditions of an agreement signed between VENIPAK and the Customer (hereinafter jointly referred to as the “**Parties**”). Should there be any contradictions between these Rules and the agreement signed with the Customer, the terms and conditions laid down in the agreement signed between VENIPAK and the Customer shall prevail.
- 1.3. The terms used in the agreement shall be interpreted according to how they are explained in the definitions’ section of the Rules and/or the descriptions and written documents published on the VENIPAK website.
- 1.4. These Rules shall apply to every parcel delivery where services of Venipak Polska sp. z o.o. are used. Before ordering a specific VENIPAK service, Customers should familiarise themselves with the description of the specific service, its contents and any specifics of the order which are all available on the VENIPAK website, and in case of any uncertainty with regard to the content of a service, Customer should consult VENIPAK representatives.
- 1.5. Customers shall agree to ensure that their recipients are familiarised with the rights and obligations of a recipient set forth in the “Guidelines for Recipients”.
- 1.6. The terms and conditions and warranties set forth in all agreements, the Rules and VENIPAK Information on Services apply regardless of the fact that the actual delivery is performed not by VENIPAK and its employees but by VENIPAK representatives (agents) or other persons who have parcel and freight delivery agreements with VENIPAK.
- 1.7. Contractual conditions laid down in an agreement and information received by Customers from VENIPAK during the performance of an agreement shall be considered confidential and shall not be disclosed to any third parties without written consent, except for those cases provided for in the agreement.
- 1.8. The agreement, annexes to it, and the Rules are drafted and harmonised during negotiations between the parties to the agreement, after each of the Parties separately discuss, consider and approve every provision of this agreement, annexes to it and the Rules; therefore, the Parties clearly understand the content of the agreement, annexes to it and the Rules and the outcomes of concluding these documents as well as the consequences of proper and improper performance of all these documents.

### 2. DEFINITIONS OF TERMS USED IN THE RULES

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- 2.1. **VENIPAK** shall mean Venipak Polska sp. z o.o. (KRS No 0000642770, legal address: ul. Nowogrodzka 50/515, 00-695 Warszawa), a company which provides postal and other services in the territory of the Republic of Poland and beyond its borders.
- 2.2. **Postal services** shall mean parcel collection (acceptance), sorting, transportation and delivery.
- 2.3. **VENIPAK Information on Services** shall mean all information laid down in writing, announced publicly and available on the VENIPAK website, including, but not limited to, written information on the types of services provided by VENIPAK, conditions and procedure as well as deadlines and charges for their provision.
- 2.4. **Person** shall mean any natural or legal person, a company, a corporation or any other legal entity, a governmental or state company, a public authority or a joint company, an association or a partnership (general partnership, limited partnership, professional partnership and limited joint-stock partnership).
- 2.5. **Package** shall mean one piece (envelope, box, roll, pallet, etc.) of properly packaged, labelled items which have a unique number (barcode). Proper packaging of a package shall be considered exclusively as packaging which is described in the Rules and annexes to it and in the sample of proper packaging provided on the VENIPAK website (accessible via the link: <https://venipak.pl>).
- 2.6. **Parcel** shall mean one or more Packages sent by one Sender to one Recipient as described in a hard copy or electronic document accompanying the parcel (parcel manifest). The term “freight” used in the Rules and in the agreement shall also be understood as a synonym of a “parcel”.
- 2.7. **International parcel** shall mean one or more Packages sent by one Sender to one Recipient to/from a European Union Member State or from a third country as described in a hard copy or electronic document accompanying the parcel (parcel manifest).
- 2.8. **Non-standard package** shall mean a package at least one dimension of which – length, width, height or weight – does not meet the intervals for dimensions provided for in the Rules.

- 2.9. Pallet** shall mean a device for parcel transportation and storing, the specific dimensions of which are provided in Paragraph 3.1 of the Rules.
- 2.10. Disassemblable pallet** shall mean a pallet which has more than one parcel on it, and which has to be disassembled in the first VENIPAK terminal.
- 2.11. Non-dissassemblable pallet** shall mean a pallet which has one only parcel and the delivery of which is planned for one recipient.
- 2.12. Customer** shall mean a person who uses VENIPAK services and with whom VENIPAK has signed an agreement on delivery of parcels and freights or a person with whom VENIPAK makes an arrangement for a one-time order. Customer in the sense of these Rules and agreement shall be a legal or natural person who hands over a properly prepared parcel to the specified recipient. The document certifying the acceptance of a parcel is then considered to be equal to an agreement.
- 2.13. Recipient** shall mean the legal or natural person indicated on the package of a parcel and in the document accompanying the parcel (parcel manifest) as a person who has the right to receive the delivered parcel.
- 2.14. Document accompanying the parcel (parcel manifest)** shall mean a hard copy or electronic document of a parcel issued by VENIPAK or the Customer which confirms the agreement on delivery of parcels and freight.
- 2.15. Parcel delivery confirmation** shall mean an electronic and/or hard copy document from VENIPAK signed by the recipient and confirming the handing over of a parcel and performance of additional services.
- 2.16. Parcel hand-over document** shall mean a document which is provided to the courier for countersigning during the hand-over of a parcel from the Customer which confirms the agreement on delivery of parcels and freights and has a unique parcel number (barcode).
- 2.17. Cash on Delivery** (hereinafter referred to as "C.O.D.") money shall mean cash and/or non-cash (when paid by card) for a parcel which is collected, taken and/or received from a recipient during the hand-over of a parcel.
- 2.18. Manual entry of parcel details** shall mean the entry of details on a parcel to the VENIPAK ON-LINE system.
- 2.19. Sign** shall mean signing on a hard copy or electronic document using a touch screen of a laptop and/or any other signing means.
- 2.20. Signature** shall mean a unique inscription which identifies a person, and which is put on a hard-copy or electronic document.
- 2.21. PIN code** shall mean a code of (five) characters attributed to a recipient and identifying the recipient as well as granting the recipient the right to collect a parcel.
- 2.22. Procedure "UNFOUND"** shall mean a situation resulting from the performance of contractual relationship where delivery of a parcel is postponed to the next business day, if after arrival at the specified address it is discovered that the recipient cannot collect the parcel (for instance, s/he is not present at the specified address, is on vacation, is ill, is carrying out an inventory, etc.). Having adopted the procedure UNFOUND, two further attempts are made to deliver the parcel to the recipient on two more business days.
- 2.23. Procedure "RETURN"** shall mean a situation resulting from the performance of a contractual relationship where a parcel is not delivered to its recipient and is returned to the Customer. The RETURN procedure is carried out when the recipient refuses to accept the parcel during the delivery of a parcel or the Customer demands in writing and/or by phone to adopt and initiate the RETURN procedure before the initial delivery of a parcel to the recipient or if the procedure UNFOUND has been performed three times.
- 2.24. Procedure "RE-ADDRESSING"** shall mean a situation resulting from the performance of a contractual relationship where a parcel is re-addressed to another recipient or at a different address and is delivered the next business day. The RE-ADDRESSING procedure is carried out, if on the arrival of a courier to the address of parcel delivery, it is discovered that the Customer indicated the wrong recipient name and/or address, parcel delivery date and/or time or the recipient of the parcel/customer wishes the parcel to be delivered to a different address or to a different recipient.
- 2.25. Courier** a person who works for VENIPAK or represents VENIPAK by collecting (accepting) parcels from the Customer and delivering them to the Recipient by recorded delivery.
- 2.26. In writing** shall mean a method of transfer of a message when information is transmitted to VENIPAK or the Customer directly in writing, dispatched by mail, email or by means of facsimile.
- 2.27. Agreement** shall mean an agreement on delivery of parcels and freight signed between VENIPAK and a Customer, all annexes, amendments and supplements to it.
- 2.28. Heavy transport** shall mean a vehicle for transportation of freight having the permissible (total) mass of a loaded vehicle exceeding 12 tonnes.
- 2.29. Business day** shall mean any calendar day of a year which is established by the State of the parcel dispatch, transit or delivery country as a working day.
- 2.30. Prohibited articles** shall mean precious metals and stones, weapons, drugs and substances or products which due to their chemical or physical characteristics may cause harm to human health, environment or property and are included in the list of hazardous materials approved by the expert committee of the United Nations; also any items, goods, substances transportation of which (import, export, shipping) is prohibited by the law of at least one of the countries in the territory of which the transportation takes place as well as articles which are established and prohibited by VENIPAK.
- 2.31. Wrong order** shall mean a situation where a courier arrives to a Customer to collect a parcel (parcels), and the Customer fails to present a parcel (parcels) or when the Customer is not found and it is impossible to collect a parcel (parcels) or the Customer has provided inaccurate details of a parcel (parcels) and quantitative and qualitative attributes characterising it due to which VENIPAK incurs additional costs.
- 2.32. Volumetric weight** shall mean the weight of a parcel charged by the area actually occupied in a vehicle. Subject to the physical characteristics of a parcel, it is measured in cubic metres (m<sup>3</sup>) or loading metres (LDM).
- 2.33. VENIPAK parcel ordering system** (hereinafter referred to as "VENIPAK ON-LINE") shall mean an individual login to the VENIPAK ON-LINE system via the VENIPAK website provided to the Customer by VENIPAK in which the Customer may place an order, see the location of a parcel in real time, in which the history of VAT invoices and orders are stored as well as all other written information without any exclusion which is indicated and saved in the VENIPAK ON-LINE system and is related to the performance of an agreement. All information available on VENIPAK ON-LINE is an integral part of the performance of

contractual relationship between a Customer and VENIPAK and is considered evidence of agreement performance. The Customer shall start using the VENIPAK ON-LINE system on the date of signing of the agreement. The Customer shall login to VENIPAK ON-LINE system using the identification details attributed by VENIPAK. The Customer shall confirm and agree to receive all documents in relation to the performance of the agreement via the VENIPAK ON-LINE system and shall consider this direct evidence of the performance of the contractual relationship which prevails when interpreting the agreement by the Parties in comparison to other written evidence.

2.34. **VENIPAK website** shall mean the website of VENIPAK at the address: <https://venipak.pl>.

### 3. LIMITATIONS ON DIMENSIONS AND WEIGHT OF PACKAGES

3.1. The maximum dimensions and weights (the yellow fields identify standard measurements and weights of parcels) which must be observed by the Customer, and which are charged standard fees specified in the pricelist provided in the annexes to the agreement. In order to be charged standard fees, a parcel must meet all the standard dimensions. In cases where at least one dimension fails to meet the standard dimension and weight, an additional fee is charged as specified in the pricelist available in the annexes to the agreement.

		Standard	Standard with standard additional charge*	Non-standard with special order**	
PACKAGES	Package weight	< 30 kg	X		
		30 kg – 70 kg		X	
		> 70 kg			X
	Parcel weight	< 2000 kg	X		
		> 2000 kg			X
	Package dimensions	< 120 cm	X		
		120 cm – 200 cm		X	
		> 200 cm			X
	Package size (width + height) x2+length	< 300 cm	X		
300 cm – 300cm			X		
> 300 cm				X	
PALLET	Pallet weight	700 kg	X		
		700 kg – 900 kg		X	
		900 kg			X
	Pallet dimensions	120 cm x 80 cm 80 cm x 60 cm	X		
		100 cm x 120 cm 120 cm x 120 cm		X	
		>120 cm x 120 cm			X
	Pallet height	< 170 cm	X		
170 cm – 200 cm			X		
> 200 cm				X	

\* –Should at least one of the dimensions or weights be indicated in a yellow field of this column as “x”, parcels may only be accepted for delivery based on an individual arrangement with the Customer, if VENIPAK has the capacity to transport them. Delivery of such parcels is charged an additional fee for services as specified in a respective annex to the agreement. Delivery is charged at standard reference deadlines specified in the Agreement by adding 2 (two) extra business days to them. Should at least one of the dimensions of a Package (weight, volume, length, width, height) fail to meet the established standards and in the absence of consent from VENIPAK to deliver such a parcel, VENIPAK has the right to refuse to deliver such Parcel and to return the Parcel to the Customer for an additional charge specified in the annex to the agreement.

\*\* – The terms and conditions for placing and fulfilling a special order are defined in the order confirmation diagram. VENIPAK has the right to refuse to accept such order and may refuse to fulfil it. Should VENIPAK consent, if such an order is placed, VENIPAK has the right to deliver the parcel(s) when VENIPAK has the capacity to transport it/them. Delivery of such parcels is charged an additional fee for services as specified in the agreement. In case of such an order, VENIPAK has the right to carry out other actions provided for in the Agreement and/or Rules. Standard reference deadlines as specified in the Agreement shall apply plus 2 (two) extra business days. Should at least one of the dimensions of a Package (weight, volume, length, width, height) fail to meet the established standards and in the absence consent from VENIPAK to deliver such a parcel, VENIPAK has the right to refuse to deliver such Parcel and to return the Parcel to the Customer for an additional charge specified in the annex to the agreement.

## 4. PACKAGING OF GOODS AND VALUABLES

- 4.1. The Customer agrees to comply with the requirements set by VENIPAK and to package the Parcels in such packaging which protects the transported items or goods from spoiling or damaging when loading, sorting, transporting and storing and to make sure that packages cause no threat to people, the environment, vehicles, other Parcels and it would not be possible to get to the Parcel content without damaging the Packaging. In case of improper Packaging or should the Packaging fail to protect the Parcel from damage, VENIPAK shall not be held liable for any damage incurred by the Customer in this respect.
- 4.2. The Customer shall ensure that the Packaging of a Parcel is sufficient and suitable for the Parcel to be delivered and that it will fully protect it from the normal risks of transportation (swaying, vibration, humidity, re-loading, etc.).
- 4.3. The requirements for proper packaging are available on the VENIPAK website [under the VENIPAK Information on Services \(https://venipak.pl/en/adequate-packaging/\)](https://venipak.pl/en/adequate-packaging/).

## 5. LABELLING OF PARCEL PACKAGES

- 5.1. Every individual Packaging of a Parcel must be marked by putting VENIPAK parcel labels with a barcode and details of the Customer and Recipient which must be put on the top plane of the Packaging in the manner indicated in the written material of VENIPAK Information on Services.
- 5.2. If an arrangement is made with the Customer in the Agreement, the Customer must use special labels and strips provided by VENIPAK and designed for labelling corresponding services and/or additional services. Labels must be attached to the Packages so that they are well visible, a strip shall be attached to all planes of a Package. This provision shall not apply in the case of delivery of International Parcels.
- 5.3. VENIPAK shall not be responsible for missing or damaged goods if they were not packaged and labelled in compliance with the Rules and if the Recipient did not complain to the Courier about damage to the Parcel packaging or missing Packages during the hand-over.
- 5.4. The requirements for and samples of proper labelling are available on the [VENIPAK website under the VENIPAK Information on Services \(https://venipak.pl/en/adequate-labelling/\)](https://venipak.pl/en/adequate-labelling/).

## 6. ORDER PLACEMENT

- 6.1. By signing an Agreement with VENIPAK, the Customer agrees to use the VENIPAK ON-LINE system.
- 6.2. Orders may only be placed through the VENIPAK ON-LINE system. Orders may also be placed by phone but this method of ordering will incur additional charges according to the fees specified in the Pricelist provided in the Annexes to the Agreement.
- 6.3. The Customer must have the Packaging and documents of a Parcel prepared by using the VENIPAK ON-LINE system, before placing an order.
- 6.4. If the Customer has no signed Agreement with VENIPAK, an order for Parcel delivery will be accepted only when it is pre-paid.
- 6.5. Deadline for fulfilment of orders:

### Order lead times in Lithuania

Vilnius, Kaunas, Klaipėda, Šiauliai, Panevėžys, Alytus, Marijampolė, Tauragė, Telšiai, Utena

Parcels and pallets  
**before 15:00**

*The lead time must be within 2 hours\**

Anykščiai, Birštonas, Biržai, Druskininkai, Elektrėnai, Gargždai, Ignalina, Jonava, Joniškis, Jurbarkas, Jurbarkas, Kaišiadorys, Kelmė, Kėdainiai, Kretinga, Kupiškis, Kupiškis, Lazdijai, Mažeikiai, Molėtai, Naujoji Akmenė, Pakruojis, Palanga, Pasvalys, Plunge, Prienai, Radviliškis, Raseiniai, Rokiskis, Skuodas, Šakiai, Šalčininkai, Šilalė, Šilutė, Širvintos, Švenčionys, Trakai, Ukmergė, Varėna, Vilkaviškis, Visaginas, Zarasai

Parcels  
**before 12:00**

Pallets  
**before 11:00**

Other Lithuanian cities	Parcels and pallets <b>before 10:00</b>
<b>Order lead times in Latvia</b>	
Daugavpils, Gulbene, Jekabpils, Jelgava, Liepaja, Limbažiai, Rezekne, Riga, Valmiera, Ventspils	Parcels and pallets <b>before 15:00</b> <i>The lead time must be within 2 hours*</i>
Ludza, Aizkraukle, Aluksne, Preiļi, Talsi, Balvai, Cēsis, Kraslava, Uogre, Saldus	Parcels and pallets <b>before 12:00</b>
Other cities in Latvia	Parcels and pallets <b>before 10:00</b>
<b>Order lead times in Estonia</b>	
Tallinn, Tartu, Pernu, Jehvis	Parcels and pallets <b>before 15:00</b> <i>The lead time must be within 2 hours*</i>
Other cities in Estonia	Parcels and pallets <b>before 09:00</b>
<b>Delivery times for evening orders</b>	
Vilnius, Kaunas, Klaipėda, Šiauliai, Panevėžys, Alytus, Riga, Daugavpils, Liepaja, Valmiera	Parcels and pallets on weekdays <b>from 18:00 to 22:00.</b> <i>The lead time must be within 2 hours**</i>

\*– VENIPAK collects the Parcel(s) on business days from 8 a.m. to 5 p.m. When the Customer specifies the time interval within which it prefers the Parcel to be collected, the interval shall not be less than two hours (for example, from 2 to 4 p.m.) and fall within the limits of the timeframe of 8 a.m. to 5 p.m. VENIPAK has no obligation to collect the Parcel(s) from the Customer within the specific indicated period. It shall be deemed that it is a reference time interval within which the Parcel(s) may be collected.

\*\*– This service shall be performed in every individual specific case after coordination with VENIPAK. When providing this service, VENIPAK collects the Parcel(s) on business days from 6 to 10 p.m. When the Customer specifies the time interval within which it prefers the Parcel to be collected, the interval shall not be less than two hours (for example, from 6 to 8 p.m.) and fall within the limits of the timeframe of 6 to 10 p.m. Collection of such orders is charged an additional fee of services as provided for in the Agreement.

Parcels must be ready for dispatch (all cities except major cities) by the time the courier arrives to collect the order or by the end of the time for placing the order.

- 6.6. The Customer must provide VENIPAK with all conditions to fulfil the placed order before 5 p.m. The Customer cannot demand that the Parcel(s) be collected earlier than before 5 p.m. When placing an order, the Customer must ensure an interval of no less than two hours for the collection of the Parcel(s) (for instance, if the Customer wants that the Parcel be collected on a specific day before 5 p.m., it must specify that the Parcel(s) may be collected from 3 to 5 p.m.).
- 6.7. If inaccurate details of the Parcel and quantitative and qualitative attributes characterising it are provided in an order due to which VENIPAK incurs additional costs (for example, VENIPAK uses the Heavy Transport to collect Parcels of big weights specified in the order, but actually the Customer hands over low weight Parcels which do not require a Heavy Vehicle), the Customer agrees to pay VENIPAK the additional costs incurred according to the pricing agreed on in the Pricelist provided in the annexes to the Agreement.

## 7. HAND-OVER OF CUSTOMER'S PARCEL TO COURIER

- 7.1. The Customer shall give the prepared Parcel to the Courier in accordance with the requirements laid down in these Rules, Agreement, Annexes to it and VENIPAK Information on Services as well as a Parcel accompanying document (parcel manifest) printed out from the VENIPAK ON-LINE system (a generated electronic version).
- 7.2. In the order, the Customer agrees to provide VENIPAK with detailed instructions for transportation of the Parcel regarding necessary quantitative and qualitative conditions to preserve the Parcel (for example, the need for Heavy Transport because a heavy Parcel has to be delivered). The Customer also must add all necessary documents to the Parcel accompanying document (parcel manifest) and bills of lading when handing over a Parcel and provide VENIPAK with comprehensively accurate information

on the Parcel's characteristics, its transportation conditions, also any other information necessary for customs and other formalities and performance of shipping. At the Customer's request, customs procedures may be performed by the Customer's chosen partner or a company which provides custom's brokerage services. Inaccurate information necessary for customs formalities, other formalities and transportation may prolong the execution of customs procedures. Should the Customer fail to provide transportation instructions or the required information, the Customer shall give VENIPAK the right to organise transportation at its own discretion taking into consideration conditions necessary for safe transportation and other circumstances necessary for proper fulfilment of an order. Losses incurred by VENIPAK because of the failure to provide instructions or information must be paid by the Customer. Losses incurred by the Customer due to the failure to provide required information shall not be compensated for. VENIPAK shall not be held liable, if execution of customs procedures become longer due to improperly provided documents of the Parcel, complex customs procedures and other objective factors that do not depend on VENIPAK.

- 7.3. The Customer shall be responsible for correctness of Customer, Recipient and Parcel evaluation data indicated in the Parcel documents, for matching of the content of the Parcel with the information provided in VENIPAK's consignment note and export documents and all related consequences.
- 7.4. The Courier takes over the Parcels for transportation by signing the document accompanying the Parcel (parcel manifest) one copy of which remains with the Customer. The Parcel shall be considered accepted for delivery when the Courier accepts it and signs the Parcel manifest.
- 7.5. The Courier shall have the right not to accept Non-standard packages, Packages which are prepared and labelled without complying with the requirements of the Rules, also Packages which might contain Prohibited articles. Should the Courier accept such Packages, VENIPAK will not compensate the Customer for any damage incurred and may lodge claims to the Customer demanding that the Customer compensate for the damage caused to VENIPAK or third parties.
- 7.6. VENIPAK employee responsible for the acceptance of the Customer's Parcels in a specific Parcel case, when in the VENIPAK terminal (warehouse) shall have the right not to accept a Non-standard package the dimensions or weight of which do not meet the intervals specified in the Rules. Alternatively, the VENIPAK employee who is responsible for accepting the Customer's Parcels in the terminal (warehouse) shall have the right to re-package, disassemble a Non-standard package the dimensions and weight of which do not meet the intervals set in the Rules. The Customer shall understand that when fulfilling the contractual relationship the VENIPAK Courier may not be able to objectively evaluate the dimensions and weight of a Package when collecting a Parcel from the Customer or to evaluate compliance of the parcel with other requirements laid down in the Rules and VENIPAK Information on Services; for this reason, after the Parcel is measured and weighed in a specific VENIPAK terminal (warehouse) and it is discovered that the Package does not meet the requirements for dimensions and weight set in the Rules, VENIPAK shall have the right additionally to charge the Customer for the costs incurred in accordance with the procedure established in the Agreement.
- 7.7. The Courier shall have the right not to wait for more than 10 minutes, until the Parcel is prepared for handing over. The time specified in this paragraph does not include the time required for loading a Parcel.
- 7.8. The Courier shall load the Parcels into a vehicle himself when the weight of a Parcel does not exceed 30 kg and a Parcel is composed of no more than 20 (twenty) Packages.
- 7.9. A Package which exceeds 30 kg or the volume of which amounts to 1 m<sup>3</sup> (1 m<sup>3</sup> shall be understood as the weight of 250 kg) must be packaged on a Pallet or put into a container which would objectively make it possible to use regular mechanised loading machinery for loading (electric loader or manual hydraulic stacker).
- 7.10. When Parcels are sent to the same Recipient and the Parcel exceeds 250 kg or its volume is more than 1 m<sup>3</sup>, the Parcel(s) must be packaged on a Pallet or put into a container which would objectively make it possible to use regular mechanised loading machinery for loading (electric loader or manual hydraulic stacker).
- 7.11. A Parcel which weighs more than 30 kg and requires loading work incurs additional charges according to the procedure established in the Agreement and the annexes to it. The Customer must load the Parcel(s), which requires loading machinery, himself. The Customer shall have the required machinery and safe loading of the Parcel prepared when the Courier arrives.
- 7.12. The Customer must make sure that the Parcel for delivery will be provided in the container or packaging which guarantees that it would not be physically possible to access the content of the Package unless targeted physical actions damage the Package; the container and packaging of the Parcel must be prepared with regard to the preservation of the Parcel during its transportation, i.e. when loading, sorting, transporting and storing, and that it poses no threat to people, environment, vehicles, other Parcels and that it is fully protected from all normal risks of transportation (swaying, vibrations, humidity, re-loading, unloading, etc.).
- 7.13. The Parties agree that the requirements for proper packaging in the industry of parcel transportation are of paramount importance and that they must be complied with extremely accurately. The Parties understand and confirm that proper packaging of a Parcel is largely related to its successful delivery to the addressee, therefore, both Parties must assume and assume the risk for the actions that depend on their will to protect the Parcels from any unforeseen objective obstacles that might occur during transportation, such as a car accident, breakdown of a vehicle, potholes on the road, etc. to the maximum degree possible. The Parties understand that proper packaging of a Parcel might allow them to avoid such consequences and the risk of damage to a Parcel to the minimum.
- 7.14. The Customer undertakes to notify the responsible VENIPAK manager in writing no later than one (1) business day before the dispatch of the Freight if the Customer provides VENIPAK with Freight composed of more than ten (10) non-disassemblable pallets intended for the Customer's Recipient in the city in which VENIPAK has its parcel terminal (the list of cities with VENIPAK parcel terminals is available on <https://venipak.pl/en/contacts/>) or a Freight composed of more than five (5) non-disassemblable pallets to one Recipient of the Customer in other cities (the list of all remaining cities which are not named among the cities with VENIPAK parcel terminals is available on <https://venipak.pl/en/contacts/>).
- 7.15. The Customer must harmonise with VENIPAK individual conditions and the price of transportation by a separate agreement in writing no later than one (1) business day before handing over the Parcel to the Courier, when the Parcel weighs more than 2,000 kg, the Parcel contains Packages/Pallets larger than 1.2 m wide, 0.8 m long and/or 1.7 m high or weigh more than 700 kg or the value of which is greater than specified in Paragraph 13.2 of these Rules.

7.16. The Customer shall have the right to receive information on the course of Parcel transportation and delivery of Parcel(s).

## 8. HANDING OF PARCEL TO RECIPIENT

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- 8.1. VENIPAK undertakes to notify the Recipient of the Parcel delivery in advance by sending an SMS and/or email only if the Parcel Recipient is a natural person.
- 8.2. The Courier shall have the right not to wait for more than 10 minutes the Parcel to be collected.
- 8.3. VENIPAK undertakes to take the Package which weighs less than 30 kg from its vehicle to the Recipient's residential or working address door. Should the Parcel contain more than twenty (20) Packages weighing less than 30 kg, the Recipient shall take care of taking the Packages to the Recipient's residential or working address door. If the weight of the Package exceeds the specified allowed weight, the Customer agrees to pay the charges indicated in the Pricelist in the Annexes to the Agreement.
- 8.4. When handing the Parcel to the Recipient, the person accepting the Parcel shall clearly (in a legible manner) write his/her name, surname, delivery time, and put signature on the document accompanying the Parcel (parcel manifest). If the document accompanying the Parcel is electronic, the Courier himself has the right to insert the details and demand that the person accepting the Parcel sign clearly (in a legible manner).
- 8.5. The Parcel shall be deemed delivered, when the Recipient or their representative accepts the Parcel and signs in the document accompanying the Parcel (parcel manifest). When the Recipient sees evident external damages of the Packaging of a Parcel, s/he must mark this in the document accompanying the Parcel (parcel manifest).
- 8.6. The Customer shall be responsible for seeing to that the Recipient accepts the Parcel in accordance with the procedure, under the terms and conditions and within the deadline specified in the Agreement. The Recipient must examine the Packages of the Parcel during the moment of acceptance with the Courier present. If the Recipient observes any damages of the Package, s/he must mark this in the document accompanying the Parcel (parcel manifest). VENIPAK shall not be responsible for any damage to the Parcel or part of it, if this was not marked during the acceptance of the Parcel in the document accompanying the Parcel (parcel manifest).
- 8.7. In case of objective actual circumstances which aggravate the transfer of the Parcel (for example, there are no technical possibilities to unload the Parcel during the moment of handing over, the Recipient was not found or refuses to accept the Parcel, the Recipient or any other lawfully responsible person refuses to pay the amount(s) specified in the document accompanying the Parcel (parcel manifest), consignment note and/or any other document or amounts payable to VENIPAK on any other grounds in accordance with the Agreement), VENIPAK must request further direct instructions from the Customer. The Customer must cover all costs of receipt and execution of instructions by VENIPAK; they shall be paid on the basis of separately provided documents confirming the amount of costs incurred by VENIPAK.
- 8.8. In case of absence of the instructions mentioned in Paragraph 8.7 hereof, VENIPAK shall have the right to return the Parcel to the Customer at the Customer's expense or to unload it and to take it for storage. In such case, transportation is considered completed and all the Customer's debts and the obligation to pay the costs incurred by VENIPAK according to the evidence provided by VENIPAK and proving the amount of costs shall remain until fulfilled.
- 8.9. Should the Recipient refuse to accept the Parcel or the specified Recipient is not found at a given address, the Courier shall adopt and register one of the following procedures: UNFOUND, RETURN, RE-ADDRESSING. UNFOUND, RETURN and RE-ADDRESSING procedures are charged in accordance with the procedure established in the Agreement. In case of failure to contact the Customer, the UNFOUND procedure is automatically adopted and registered.
- 8.10. Parcels addressed to a person to his/her working or studying place, a dormitory, a place of military service, a hospital, a health resort, a camp site or a place of imprisonment, shall be delivered to the administration or its authorised persons. An appropriate Recipient shall be a person specified by the Customer in the VENIPAK ON-LINE system, also an appropriate addressee specified in a consignment note, other documents and/or communication provided by the Customer, also any other person who can accept and pass on the Parcel to the Recipient, for instance, a person who works or lives in the same premises as the Recipient, his/her neighbours or other persons found at the address provided by the Customer. In the event where different persons are specified in identification documents of Recipients (address, name, surname) provided by the Customer, priority is given to the Recipient's identification documents indicated in the VENIPAK ON-LINE system.
- 8.11. Parcels addressed to a legal person shall be delivered with confirmation by signature and handed to the person specified on the Package of the Parcel or any other employee of that legal entity.
- 8.12. The Recipient must unload Parcels that require loading machinery. Having received information from VENIPAK, the Customer is obliged to notify the Recipient of a Parcel delivery which requires loading machinery giving them reasonable advance notice.
- 8.13. Should a Recipient accept someone else's Parcel, the Recipient or the Customer must notify VENIPAK immediately thereof and return the Parcel at its own expense. In case of failure to return the Parcel to VENIPAK, the Customer shall be fully responsible for the Parcel accepted by the Recipient and not returned, even though the Parcel was not meant to him.

## 9. PROCEDURE OF RETURNING DISSASSEMBLABLE PALLETS

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- 9.1. If necessary, empty Dissassemblable pallets may be returned to the Customer by signing an annex to the Agreement "Return of Pallets".
- 9.2. Empty pallets are returned to the Customer only if all mandatory instructions of VENIPAK are fulfilled. The Customer must complete and present to the Courier a Certificate of Pallet Acceptance and Transfer for signing, then scan it and send to

[archive@venipak.com](mailto:archive@venipak.com) by email. The Customer shall provide the copies of signed Certificates of Pallet Acceptance and Transfer every week for the previous week.

- 9.3. Pallets are returned with a separate additional annex to the Agreement and the degree (percentage) of wear and tear discussed in writing. Onetime pallets with the dimensions 1,200x800x123 mm, weight of 11.5 kg, weight of loading up to 500 kg will not be returned.
- 9.4. Non-disassemblable Pallets are not returned. The accounting of such Pallets shall be kept mutually by the Customer and the Recipient.
- 9.5. VENIPAK shall have the right to return the Pallets by one or two deliveries at its own discretion. VENIPAK shall also have the right to suspend the return of Pallets, if the Customer has overdue debts.

## 10. ITEMS NOT TRANSPORTED BY VENIPAK

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10.1. Prohibited articles are items and substances or products which due to their chemical or physical characteristics may cause harm to human health, the environment or property and are included in the list of hazardous materials approved by the expert committee of the United Nations; also any items, goods, substances transportation of which (import, export, shipping) is prohibited by the law of at least one of the countries in the territory of which the transportation takes place, for example:

- Items of big value (jewellery, pieces of art, antique items, precious metals and stones), money, tickets, receipts, lottery tickets, bank cards, securities, shares, promissory notes and other documents (including but not limited to identity documents, diplomas) and items which after damage cannot be restored, reconstructed and/or replaced by equivalents.
- Weapons and their parts, ammunition, explosives and explosive substances.
- Narcotic drugs and psychotropic substances, their precursors, except for medicines which have analogous characteristics.
- Live animals and plants.
- Perishable food and non-food products.
- Money, securities, precious metals and stones, antique items.
- Toxic or corrosive solutions.
- Audiovisual and printed material prohibited by law.
- Human remains or body parts.
- Items which require special temperature, air humidity and other conditions for transportation.
- Items which require special permits or exceptional conditions for transportation, export or import.
- Items which due to their characteristics may damage other parcels or cause harm to human health and the environment.

10.2. VENIPAK shall not be responsible for damage or loss, if:

- a) Glass products, vases, laboratory equipment and other items which are fragile by nature are provided for delivery.
- b) Prescription medicine is provided for delivery. In case of damage or loss, the Customer shall assume the responsibility for the costs of disposal of the damaged medicines.
- c) Food products are delivered, regardless of their Packaging. The Customer undertakes to cover all expenses in relation to the removal of consequences in case of spoiled food products and if the Parcels of third parties are damaged as a result.

In all the aforementioned cases, the Customer must compensate for all damage caused to VENIPAK, if damage is caused to VENIPAK Parcels because of the Customer's Parcels, if VENIPAK property is damaged or any other damage is caused to VENIPAK's interests. In this case, VENIPAK shall be liable to the Customer only if the damage is caused by VENIPAK' deliberate actions or gross negligence.

10.3. Given the specific characteristics of the items to be delivered, the Customer must personally take special security measures to package Parcels which contain:

- a) Furniture, which is often of non-standard size, cannot be well protected by Packages, therefore, may easily be damaged and damage the Parcels of third parties.
- b) Automotive goods (equipment, parts) and automotive chemicals (for instance, oils) which are often transported without a Package, their ingredients are hazardous (for instance, sulphuric acid), therefore, when transported within an insufficient package, if damaged, they can ruin VENIPAK's property and/or Parcels of third parties.
- c) Packages of large household equipment (for example, refrigerators, freezers, washing machines, dishwashers, TV sets) which is often of high value, are easily damaged, they are of non-standard size, therefore, the Parcels of third parties may be damaged. When these items are provided in the manufacturer's Packaging, the provisions of this paragraph do not apply.

10.4. In all the aforementioned cases the Customer must compensate all damages incurred by VENIPAK, if any damage is caused to VENIPAK's Parcels, property or VENIPAK's interests are harmed in any other way. If the Customer fails to take additional and special measures for ensuring the protection of the packaging of the aforementioned types of Parcels, VENIPAK shall not be responsible for any loss or damage to the Parcels. During the entire period of the performance of the Agreement, the Customer undertakes to prove/substantiate by written and visual means that he has taken additional and special measures to ensure protection of the Parcels discussed herein. Should the Customer fail to provide written and visual evidence with regard to the protection of Parcels by means of proper packaging prior to hand-over to the Courier together with a claim, VENIPAK shall not be liable for the loss and/or damage to the Parcels.

10.5. The Customer undertakes to ensure and guarantee that the Package of a Parcel will not contain items other than those indicated in the documents provided by the Customer or any prohibited articles. The Customer shall understand and acknowledge that by ordering the transportation of prohibited articles, by transferring them or by causing their transfer for transportation, he assumes full responsibility for the consequences and is obliged to compensate all costs incurred by VENIPAK in relation to fines and sanctions imposed by competent state institutions, or any other losses incurred due to transportation of such items. Should it be



discovered that a Parcel (or part of it) handed over for transportation contains any Prohibited articles, VENIPAK will refuse to accept them (or their corresponding part) or organise their transportation. If this is discovered later, transportation of the Parcel (or its corresponding part) shall be discontinued.

- 10.6.** The Customer undertakes not to provide any ADR (hazardous freights) Parcels. In this case, the category of Hazardous Parcels shall include such Parcels which may become the cause of diseases, poisoning, human and animal burns, explosion, fire during transportation or storage and may also cause breakdown of other Parcels, structures and installations and pollute the environment. Such Parcels shall imply explosive substances and products (for example, black powder), gases (for example, aerosols), flammable fluids (for example, petrol), flammable solids (for example, sulphur), self-reactive materials (for example, activated charcoal), substances which in contact with water release flame gases (e.g., zinc powder), oxidising substances (for instance, potassium permanganate), organic peroxide (for example, acetylacetone peroxide), toxic substances (for example, pesticides), infectious substances (for instance, vaccines), radioactive substances (for instance, uranium), corrosive substances (for example, sulphuric acid), various hazardous substances and products (for example, dry ice).
- 10.7.** VENIPAK has the right to suspend transportation in accordance with the established procedure at any stage and to check the content of the Package, if it suspects that the Parcel might contain Prohibited articles that might pose harm to human health or to other Parcels or if it is prohibited to import them into the territory of other countries. In such case VENIPAK will take all necessary security measures. The Customer shall compensate in full the losses and costs incurred by VENIPAK, regardless of the country in which they were suffered.
- 10.8.** If the Customer has any doubts about the content of the Parcel and whether it can be transported by VENIPAK, it must contact VENIPAK in advance using the contact details provided in the Agreement and establish whether the Parcel can be presented for transportation.

## 11. SPECIFICITY OF INTERNATIONAL PARCELS DELIVERY

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- 11.1.** In the case of delivery of International parcels, apart from the general regulations established in the Rules, Agreement, Annexes to it, VENIPAK Information on Services, also additional provisions set forth in this section on International Parcels Delivery shall apply.
- 11.2.** In the case of delivery of International parcels, if VENIPAK's vehicle is not loaded or unloaded in the place of loading and unloading at the agreed time through no fault of VENIPAK, the Customer is obliged to pay VENIPAK the contractual fine, the amount of which is specified in the Pricelist in the Annexes to the Agreement. If in the situation described in the preceding sentence, VENIPAK incurs a loss the value of which exceeds the calculated contractual fine, VENIPAK has the right to claim additional compensation under the standard procedure.
- 11.3.** In the case of International delivery, the Customer undertakes to place an order for delivery of the Parcel by sea and air transport in the VENIPAK ON-LINE system not later than four (4) business days before the estimated date of Parcel loading and not later than one (1) business day – for road transport.
- 11.4.** In the case of International delivery VENIPAK undertakes to confirm the received order within 24 hours.
- 11.5.** In each specific case of delivery of International parcels, the deadlines for delivery shall be coordinated by VENIPAK and the Customer individually.
- 11.6.** Where transportation takes place within the borders of the EU Member States, VENIPAK shall transport Parcels without any permits which are usually required when Parcels are delivered to third countries. In such case the Customer commits to prepare documents so that the Recipient and the place of unloading are indicated within the borders of the European Union. If the Customer draws up the documents differently and VENIPAK incurs losses as a result of this (for example, the vehicle is detained, fines are imposed) these costs shall be fully compensated for by the Customer within seven (7) calendar days from the date of lodging a written claim.
- 11.7.** Where transportation takes place in the third countries, the Customer authorises VENIPAK to carry out all necessary customs procedures related to the performance of the Agreement and undertakes to pay VENIPAK all costs in relation to the fulfilment of such assignment. At the Customer's request, customs procedures may be carried out by any other partner, a company providing customs brokerage services, chosen by the Customer.

## 12. SERVICES PROVIDED AND PRICES FOR SERVICES

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- 12.1.** VENIPAK provides Parcel transportation and delivery services. Additional services are provided only in the regions specified by VENIPAK. The detailed list of supported services according to regions is available on VENIPAK website <https://venipak.pl>.
- 12.2.** Prices for services are set in the Agreement with the Customer.
- 12.3.** Prices for services to non-contractual Customers shall be harmonised individually by phone +370 700 55221 or email: [helpdesk.lt@venipak.com](mailto:helpdesk.lt@venipak.com). Prices for services to non-contractual Customers are provided in the website system <https://fast.venipak.com/>, after provision of accurate Customer, Recipient and Parcel details (weight or volume, collection address, delivery address, contact phone numbers of the Customer and the Recipient). Should any question arise, individual support will be provided by phone 8 700 5521 or email: [helpdesk.lt@venipak.com](mailto:helpdesk.lt@venipak.com).

## 13. LIABILITY, PROCEDURE FOR COMPLAINT EXAMINATION AND COMPENSATION FOR THE DAMAGES

- 13.1.** If VENIPAK fails to deliver the Parcel to the Recipient within the set period of time coordinated between VENIPAK and the Customer in writing and imperatively due to deliberate actions or gross negligence or in general case delivered the Parcel in the territory of the Republic of Poland (when such is the case) later than the reference deadlines specified in the Annexes to the Agreement, at the Customer's request, VENIPAK must not charge the Customer for the costs of Parcel delivery and/or return if Parcels were delivered late. If the Customer is imposed a fine through the fault of VENIPAK (i.e., deliberate actions or gross negligence) due to late delivery of a Parcel, VENIPAK undertakes to pay the Customer for the fines up to PLN 1,300 (inclusively) per one Parcel or order. The maximum monthly amount of fines VENIPAK reimburses a Customer for is PLN 4,100. The restrictions of liability of VENIPAK indicated in this paragraph do not apply to customers who are natural persons, using VENIPAK services for purposes not directly connected with their business or professional activities.
- 13.2.** In case of Parcel delivery in the Baltic countries (Lithuania, Latvia, Estonia) and when the value of the Parcel exceeds PLN 2,300 or in other cases offered by VENIPAK, the Customer is given the opportunity to purchase an additional damage compensation service in the VENIPAK ON-LINE system. If additional damage compensation service is not purchased for delivery in the Baltic countries (Lithuania, Latvia, Estonia), the Customer will be subject to standard liability of a carrier depending on the type of transportation – (i) for the damage incurred due to lost, damaged international parcels in accordance with the provisions of the Universal Postal Convention of the Universal Postal Union, Regulations of the Postal Correspondence and Postal Parcels, however, the compensation cannot exceed 40 SDR per parcel and 4.50 SDR for every kilogram of a parcel (SDR is a derivative currency, the ratio to the USD of which is announced by the International Monetary Fund. The amount of compensation in zlotys is established on the basis of the official currency rate of USD to PLN set by the National Bank of Poland which is valid on the date of dispatch); (ii) for the damage incurred due to lost or damaged national parcels the value of which does not exceed PLN 2,300 compensation is paid in the amount of the damaged or lost Parcel cost only where the Customer provides reliable and representative evidence supporting the cost of the Parcel. If the Customer provides only Parcel sale documents (invoices), then VENIPAK may compensate only 70 per cent of the sale price of the damaged or lost Parcel to the maximum, however, not more than PLN 2,300. In case of doubt, VENIPAK may request and the Customer must provide sales documents for the lost or damaged item of different periods (invoices) to different suppliers; (iii) for the damage incurred due to lost or damaged national and international parcels in accordance with IATA (International Air Transport Association) Regulations which are laid down in the Air Waybill (AWB), and the Convention for the Unification of Certain Rules for International Carriage by Air of 28 May 1999; (iv) for the damage incurred due to lost or damaged international parcels according to the rules of sea waybills or bills of lading, the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading ("Hague Rules") and the signing protocol, the Protocol to Amend the International Convention for the Unification of Certain Rules of Law Relating to Bills of Lading ("Visby Rules") of 23 February 1968, the Protocol of 21 December 1979 (SDR Protocol) Protocol (SDR Protocol) amending the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading of 25 August 1924 (The Hague Rules) as amended by the Protocol of 23 February 1968 (Visby Rules); (v) for the damage incurred due to lost or damaged international and national parcels according to the Agreement on the International Goods Transport by Rail of 1 November 1951 (SMGS). The incurred indirect losses, including the loss of income or profit, as well as non-material damage, including the damage to business reputation, shall not be compensated for. Damage to Packaging will only be compensated if it is the original Packaging, i.e., damage to non-original Packaging will not be compensated.
- The restrictions of liability of VENIPAK indicated in this paragraph do not apply to customers who are natural persons, using VENIPAK services for purposes not directly connected with their business or professional activities.
- 13.3.** In the case of other international parcels, i.e., when Parcels are delivered to countries other than the Baltic countries (Lithuania, Latvia, Estonia), damages shall be compensated exclusively based on the provisions of an international convention applicable in specific case of transportation.
- 13.4.** VENIPAK shall not be responsible for:
- 13.4.1.** missing or damaged goods, if they were packaged and labelled without regard to the requirements of the Rules and if during the handing over of the Parcel the Recipient a note was not inserted about damages to the packaging or missing Packages in the document accompanying the Parcel (parcel manifest);
  - 13.4.2.** missing Packages where the deficit occurred during the acceptance of the Parcels from the Customer to VENIPAK terminal, if Packages due to their big quantity and in order to transfer them fast and safely were handed over to VENIPAK on Pallets, not one by one, and the Customer has no video material to prove that the missing Package was loaded into the vehicle. The Customer understands that VENIPAK Courier has no physical capacity to check the number of Packages when accepting a big quantity of Packages, therefore, the VENIPAK Courier's signature on the document accompanying the Parcel (parcel manifest) shall not be considered a supporting piece of evidence in a court stating that VENIPAK has accepted all the Packages listed in the document accompanying Parcel (parcel manifest);
  - 13.4.3.** the Parcel is seized by a State authority;
  - 13.4.4.** force majeure events which emerged during the delivery of the Parcel due to which the Parcel disappeared, some items are missing in the Parcel, or they are damaged, and it is impossible to identify what happened to the Parcel because documents required for evidence were destroyed, and VENIPAK's fault cannot be proven in any other manner. Force majeure events are deemed to be any event of an external and extraordinary nature, which could not have been foreseen at the time of entering into the Agreement and which could not have been prevented, in particular, such as natural disaster, natural calamity, strike, state of emergency, martial law, introduction of new legal acts, introduction of decisions by administrative authorities, which made the appropriate execution of the Agreement impossible;
  - 13.4.5.** for damage which occurred due to natural characteristics of the delivered items (goods) because of which they were completely or partially lost or damaged: broken, rusty, flaking, crushed;
  - 13.4.6.** if the Recipient accepted the Parcel and signed to prove that the Parcel was received. From the moment of Parcel acceptance, the entire risk of accidental perish or damage of the items (goods) contained in the Parcel shall pass to the Recipient;

- 13.4.7. if any loss or damage is incurred, the Parcel or part of it is lost or damaged, delivered late or not delivered due to circumstances which are beyond the control of VENIPAK, such as:
- the content of the Parcel was composed of items listed in section 10 not delivered by VENIPAK;
  - nature, characteristics, typical defects of the Parcel;
  - non-fulfilment of the Customer's directions or instructions and obligations or improper fulfilment, other actions (omission);
  - Recipient's actions (omission);
  - actions (omission) of persons not related to VENIPAK;
  - other circumstances specified in regulations of the Republic of Poland or international agreements;
  - in case of loss or damage to the Parcels packaged and sealed by the Customer, if during the transportation the seal or the protective strip was not damaged, and the Package remained in one piece (not damaged);
  - details in delivered magnetic, electronic storage devices were erased/rubbed off.
- 13.5. The Customer agrees to personally assume material responsibility when the service is ordered by one entity and the item is actually dispatched by another entity.
- 13.6. The Customer agrees to pay the costs incurred by VENIPAK for forwarding and additional charges according to VENIPAK rates specified in Annex 1 to the Agreement, in cases where the Customer sends Parcels which have to be paid for by the Recipient (*Bill Receiver*) or a third party (*Bill Third Party*), and the Recipient or the third party fails to make payment within 120 (a hundred and twenty) calendar days or refuses to pay. When the Customer returns payment to Poland, discounts provided for in the Agreement do not apply.
- 13.7. By entrusting the identification data provided by VENIPAK the use of which gives access to the VENIPAK ON-LINE system to another entity, the Customer assumes all responsibility arising out of the actions or omission of another entity through the use of the Customer's identification data.
- 13.8. In case of failure to present a Parcel or if an order is cancelled, when its performance has already started, the Customer undertakes to pay VENIPAK a fine according to the rates indicated in the Pricelist in the Annexes to the Agreement. The Customer's costs incurred due to transportation terminated by the Customer himself shall not be compensated for.
- 13.9. The Parties agree that in case where the Recipient of a Parcel is the Customer, the International Commercial Terms (Incoterms) form an undisputable basis to consider that the Recipient is the payer.
- 13.10. In case of any claims with regard to the disappearance of a Parcel and/or its part, damage to the Parcel and/or its part, the Customer must lodge a claim to VENIPAK in writing no later than within 6 (six) months from the date of dispatch of the Parcel. If a claim is not lodged within the established timeframe, it shall be deemed that the Parcel has been delivered properly and the order was fulfilled qualitatively; no claims lodged after the end of this timeframe will be examined.
- 13.11. VENIPAK must examine the Customer's claim regarding the loss of Parcels of Packages, their damage or failure to comply with the delivery deadlines and to provide a response in writing within a reasonable period of time, however, no later than within 14 (fourteen) from the date of receipt of a written claim with all related documents.
- 13.12. VENIPAK undertakes to compensate damages to the Customer within 30 (thirty) calendar days (in case of International Parcel – within 90 (ninety) calendar days) from the date of submission of a written claim, except for cases where a different arrangement was made with the Customer or where a longer examination/handling of a claim is caused by objective circumstances that do not depend on VENIPAK. Documents necessary to lodge a claim and the procedure for examination of a claim can be found on the VENIPAK Website.
- 13.13. Any disputes arising from the provision of services specified in the Agreement, Annexes to the Agreement and the Terms and Conditions of the Agreement will be settled by the court according to the registered office of VENIPAK Polska.

## 14. AMENDMENTS TO THE RULES

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- 14.1. The latest version of the Rules is available on the VENIPAK Website <https://venipak.pl/>.
- 14.2. VENIPAK has updated the Rules because of the need to improve service quality and the company is improving the technologies of Parcel collection, sorting, distribution, transportation, new services are offered, the geography of Parcel delivery is expanded. In case of changes to the laws mentioned in the Rules, the new provisions of such laws shall apply immediately. The latest version of the effective Rules, information on the newly offered services, the valid pricelist of VENIPAK and any other information is publicised by VENIPAK on the VENIPAK Website; the Customer may also be notified of changes by email and/or via the VENIPAK ON-LINE system.
- 14.3. To ensure smooth communication, either Party undertakes to notify the other Party of any changes in the name, registered address, postal address for correspondence, phone and fax, email, bank account details immediately. In the absence of such notification, all documents or notes in performance of this Agreement shall be sent (delivered) to the latest available contact details of the Party to the Agreement and shall be deemed properly delivered.
- 14.4. The Agreement, Annexes to it, the Rules, VENIPAK Information on Services may be amended in accordance with the procedure established in the Agreement. The Customer will be notified of such changes in accordance with the procedure established in the Agreement.
- 14.5. In exceptional cases, which are provided for in the Agreement, individual exceptional amendments to general regulations of the Rules, annexes to the Rules, VENIPAK Information on Services may be made on which the Parties shall mutually agree in writing in the Agreement.

**POSITION, FULL NAME, SIGNATURE OF VENIPAK'S  
AUTHORISED REPRESENTATIVE**

Asta Morkūnaitė, Sales Manager

Tomas Raišelis, Sales Director

**POSITION, FULL NAME, SIGNATURE OF CUSTOMER'S  
AUTHORISED REPRESENTATIVE**