

TERMS AND CONDITIONS FOR CARRIAGE OF GOODS

dated 01/04/2022

Article 1

General Provisions

1. These Terms and Conditions specify the rules for the provision of paid carriage of goods by **Packeta Poland Sp. z o.o. based in Warsaw** at ul. Postępu 14, 02-676 Warsaw, entered in the register of companies of the National Court Register kept by the Regional Court of the Capital City of Warsaw in Warsaw - 13th Commercial Division of the National Court Register under KRS No. 0000575023, NIP 8831858623, REGON 36249788500000, (hereinafter: „**Packeta**”).
2. Before using the Packeta Services, you should read these Terms and Conditions together with the Appendices, in particular the Price List. By starting to use the Services, the Consignor confirms that it is familiar with these regulations, accepts them without reservation and undertakes to comply with them.
3. The appendices to the Terms and Conditions are an integral part of the Terms and Conditions, including:
 - 1) Appendix 1 - Price List,
 - 2) Appendix 2 - Currency Conversion Rules,
 - 3) Appendix 3 - Consignment Labelling Rules,
 - 4) Appendix 4 - Terms and Conditions for Paying for Cash on Delivery by Card - for the Consignor,
 - 5) Appendix 5 - Personal Data Processing Agreement
 - 6) Appendix 6 - Statement on the Condition of the Consignment;
 - 7) Appendix 7 - Consignment Condition Report;
 - 8) Appendix 8 - Complaint Form;
 - 9) Appendix 9 - Form of the consumer's declaration of withdrawal from the contract
4. Definitions:
 - 1) "**Complaint Assistant**" - a service provided by Packeta on the basis of the Consignor's order, consisting in the return transport of a Consignment bearing a claim label from the Consignee to the Consignor; the Consignor is authorized to obtain a claim label through the Information System and undertakes to forward the document to the Consignee;
 - 2) "**Price List**" - a document, valid on the day of sending the Consignment, specifying the prices for the Services with a break down of Consignments into various types, including according to the parameters specified in Article 3 of the Terms and Conditions, available on the Website, and in the case where the Consignor is an Entrepreneur and a separate Framework Contract has been concluded in a written form under pain of invalidity - the current Price List for the Services regulated by the Contract is attached as Appendix No. 1 to the Contract, then in the scope not regulated by the Price List attached to the Framework Contract, the provisions of the general

Price List, attached as Appendix No. 1 to the Terms and Conditions and available on the Website, shall apply;

- 3) **"Working Days"** - days of the week from Monday to Friday, excluding Saturdays, Sundays and other public holidays in accordance with the Act of 18.01.1951 on Public Holidays (Dz. U. of 2020, Item 1920, as amended).
- 4) **"Identity document"** - an identity card, passport or other equivalent official document confirming the identity of an individual, containing a photograph of the person and at least the following data: name(s), surname, date of birth, place of birth, gender, identification number (PESEL), serial number of the document;
- 5) **"Civil Code"** - the Act of 23.04.1964. - Civil Code (Dz. U. of 2020, Item 1740, as amended).
- 6) **"Consumer"** - a natural person who performs a legal action not related directly to its business or professional activity.
- 7) **"CMR Convention"** - Convention on the Contract for the International Carriage of Goods by Road (CMR) dated 19.05.1956 (Dz. U. 1962 No. 49, item 238) with the written record of 05.07.1978 (Dz. U. 2011 No. 72, item 382) and the additional written record of 20.02.2008. (Dz. U. of 2019, Item 1487),
- 8) **"Place of Delivery"** - the place of delivery of the Consignment to the Consignee, the Pickup Point or any other place resulting from the Contract;
- 9) **"Shipping point"** - the location where the Consignment is accepted from the Consignor by Packeta, the Packeta Service Point, or any other location under the Contract;
- 10) **"Consignor"** - an entity (natural person, legal person or organizational unit without legal personality) that orders Packeta to transport a Consignment under the Contract;
- 11) **"NBP"** - National Bank of Poland;
- 12) **"Consignee"** - an entity (natural person, legal person or organizational unit with no legal personality), to whom the Consignment is to be delivered and whom the Consignor has indicated as the intended Consignee of the Consignment;
- 13) **"Partner"** - an entity that works with Packeta, including the provision of freight services;
- 14) **"Transport Law"** - the Act of 15.11.1984 - Transport Law (Dz. U. of 2020, Item 8, as amended)
- 15) **"Cash on Delivery"** - an additional service that makes the delivery of a Consignment conditional on the Consignee's prior payment of a fee that is due to the Consignor, in cash or non-cash form according to the Contract;
- 16) **"Entrepreneur"** - a natural person, a legal person or an organizational unit that is not a legal person, to which the law grants legal capacity, conducting business or professional activity in its own name;
- 17) **"Consignment"** - items accepted for carriage on the basis of a single consignment note or other transport document (address label, proof of posting), which Packeta undertakes to transport for a consideration from the Place of Consignment to the Place of Delivery, to the order and on behalf of the Consignor under the Contract; subject to the exclusions set forth in Article 3 of the Terms and Conditions;

- 18) **"Pickup Point"** - the location at which Packeta agrees to deliver a Consignment to an eligible Consignee pursuant to the Contract upon the Consignee's express request; a list of currently available locations is available on the Website(<https://widget.packeta.com/v6/>); a Pickup Point may also be a Consignment Service Point;
- 19) **"Consignment Service Point"** - a location at which Packeta agrees to accept a Consignment from an eligible Consignor pursuant to the Contract upon the Consignor's express request; a list of currently available locations is available on the Website(<https://widget.packeta.com/v6/>); a Consignment Service Point may also be a Pickup Point;
- 20) **"Terms and Conditions"** - these Terms and Conditions for the provision of the carriage services;
- 21) **"Regulation"** - the Regulation of the Minister of Transport and Construction of 24.02.2006 on the determination of the condition of consignments and the complaint procedure (Dz. U. no. 38 item 266, as amended);
- 22) **"Website"** - Packeta's official website available at URL:<https://www.packeta.pl/>;
- 23) **"Parties"** - the parties to the Contract;
- 24) **"Information System"** - an IT system maintained by Packeta, enabling the Consignor to order the transport of a Consignment, containing information about the Contract and its execution, in particular containing data of the Consignor, the Consignee, data about the Consignment, its location, status of execution of the Contract and settlements; the Consignor gains access to the Information System via the Website(<https://client.packeta.com/pl/sign/in>);
- 25) **"Contract"** - an agreement for the provision of goods carriage services, which is concluded between Packeta and the Consignor by ordering the carriage of goods and issuing the Consignment for carriage, or as a separate master agreement concluded with the Consignor being an Entrepreneur in writing under pain of invalidity;
- 26) **"UOKiK"** - Office of Competition and Consumer Protection;
- 27) **"Consignee's Age Verification Service"** - an additional service provided by Packeta on the basis of the Consignor's order, making the delivery of a Consignment conditional upon prior verification of the Consignee's age in order to establish his/her majority, in the course of performance of which Packeta / Partner at the Place of Delivery will verify and note for the Consignor's needs the following data of the Consignee: first name / first names, last name, type of Identity Document and the last 4 (four) characters of its serial number;
- 28) **"Services"** - freight services provided by Packeta under the Contract, as defined in Article 2 of the Terms and Conditions, as well as additional transport, forwarding or logistics services, if any, provided for in the Price List or by individual agreement;
- 29) **"Attachments"** - the attachments to the Terms and Conditions;
- 30) **"Return"** - a Consignment not picked up by the Consignee from the Place of Delivery or as to which the Consignee has refused to pick it up at the Place of Delivery, which Consignment is subject to return transportation to the Consignor.

5. If the Terms and Conditions conflict with the Contract, the Parties shall be bound by the Contract.

Article 2

Services provided

1. As part of the Services Packeta undertakes, within the scope of its business activity, to transport the items constituting the Consignment, for remuneration, for the Consignor from the Place of Origin to the Place of Delivery, including acceptance of the Consignment at the Place of Origin, transport to the Place of Delivery, informing the Consignee about the possibility of picking up the Consignment via e-mail or SMS, handing over the Consignment to the Consignee.
2. Where stipulated by the Terms and Conditions, Contract, Price List or by individual agreement, Packeta also undertakes to perform additional transport, forwarding or logistics services, if any, in accordance with the conditions stipulated therein.
3. Packeta may assign carriage to other carriers, including Partners, for all or part of the carriage space.
4. Packeta is not obligated to insure the Consignment unless otherwise agreed in the Contract.

Article 3

Consignments - parameters and types, exemptions, packaging

1. Consignments including packaging should meet the following conditions:
 - 1) maximum value of the Consignment including packaging or COD charges: PLN 3.000.00 / EUR 700.00 or the equivalent of these amounts expressed in another foreign currency according to the currency conversion rules set forth in Appendix No. 2 to the Terms and Conditions;
 - 2) maximum weight of the Consignment including packaging: 10 kg;
 - 3) minimum dimensions of the Consignment including packaging: 10 cm x 7 cm x 1 cm;
 - 4) maximum dimensions of the Consignment including packaging: sum of three sides of 150 cm (e.g. 60 cm x 50 cm x 40 cm), with the longest side up to 120 cm.
2. A Consignment that does not meet the conditions set forth in Paragraph 1, Items 1 - 4, at Packeta's option, which does not require justification, is subject to:
 - 1) be returned to the Consignor at the Consignor's expense;
 - 2) collection for carriage according to the current Price List for Consignments with dimensions above the permitted limit or oversize Consignments, referred to in paragraph 3 items 2 and 3.
3. Specifically, there are the following categories of Consignments:
 - 1) "**Standard Consignment**" - a Consignment including packaging that meets the following conditions:
 - minimum dimensions: 10 cm x 7 cm x 1 cm,
 - the sum of the dimensions of the three sides up to 120 cm (e.g. 50 cm x 40 cm x 30 cm),
 - the longest side up to 70 cm,
 - weight up to 5 kg;

- 2) "**Oversized Consignment**" - a Consignment including packaging that meets the following conditions:
 - the sum of the dimensions of the three sides from 120 cm to 150 cm,
 - the longest side from 70 cm to 120 cm,
 - weight from 5 kg to 10 kg;
- 3) "**Consignment above the Permitted Limit**" - a Consignment, including packaging, that meets the following conditions:
 - the sum of the dimensions of the three sides over 150 cm,
 - the longest side over 120 cm,
 - weight over 10 kg.
4. Packeta reserves the right to check the parameters of a Consignment including its packaging regardless of the labelling indicated by the Consignor in the Information System, in the content of a consignment note or other transport document. The examination procedure is defined in Article 11 of the Terms and Conditions.
5. In the case of detection of irregularities in the labelling of a Consignment or unacceptable parameters during the verification actions referred to in paragraph 4 - Packeta reserves the right to independently classify the Consignment according to its actual parameters, in particular, to mark it as an oversized Consignment.
6. There are more price categories within the accepted Consignments, as provided for in the current Price List, attached as Appendix 1 to the Terms and Conditions.
7. Consignments may not constitute:
 - 1) goods whose value, including packaging, exceeds PLN 3,000.00 / EUR 700.00 or the equivalent of these amounts expressed in another foreign currency according to the currency conversion rules set forth in Appendix 2 to the Terms and Conditions;
 - 2) goods which together with their packaging exceed the maximum weight of 10 kg, subject to Article 3 item 8 of the Terms and Conditions;
 - 3) goods that, including packaging, do not meet the minimum dimensions of: 10 cm x 7 cm x 1 cm, subject to Article 3 item 8 of the Terms and Conditions;
 - 4) goods which together with their packaging exceed the maximum dimensions set at: the sum of three sides of 150 cm (e.g. 60 cm x 50 cm x 40 cm), with the longest side maximum of 120 cm, subject to Article 3 par. 8 of the Terms and Conditions;
 - 5) goods which, together with their packaging, do not form a whole in the form of a polyhedron (in particular, a cube) or a similar limited, closed, solid;
 - 6) goods that can cause damage to property or endanger the life or health of people (in particular, explosives, weapons, hallucinogenic and psychotropic substances, flammable materials, narcotics);
 - 7) goods that may be damaged or lost in transit or may cause damage to or loss of other Consignments, Packeta's equipment, or third parties (including but not limited to varnishes, paints, and other liquids);
 - 8) live animals, human or animal corpses or remains, bio-waste, body parts, organs, medical or biological materials (especially blood, medical waste);
 - 9) perishable goods (in particular, perishable goods or substances that are sensitive to temperature, food, plants);

- 10) goods particularly susceptible to damage or destruction (in particular fragile goods, liquids, goods requiring special handling);
 - 11) goods that require special storage or transport conditions due to their individual characteristics;
 - 12) goods, the nature, properties (in particular, content, appearance) or possession of which constitute a violation of generally applicable law in the Republic of Poland, in particular due to the protection of public safety, life or health of humans, the environment;
 - 13) goods that are original documents (in particular, identity cards, birth / marriage / death certificates, executive titles, school / vocational qualification certificates, driving licenses, vehicle registration documents, vehicle cards, licenses, medical records, accounting records, documents containing sensitive data, documents classified as secret / top secret / confidential, lottery tickets, marks issued by authorities / institutions / offices / public authorities,);
 - 14) goods that are items of value (including precious metals / ores, collectibles, antiques, works of art);
 - 15) goods representing/containing cash;
 - 16) goods the value of which is not obvious or difficult to determine (in particular, items marked with an identity whose value is / may become disputed and can be determined by an expert opinion);
 - 17) goods which, together with their packaging, have not been provided with an address label or other transport document;
 - 18) goods that, together with their packaging, have not been previously registered in the Information System ("Non-System Consignments");
 - 19) other goods excluded from carriage pursuant to the Transport Law and executive acts issued on the basis of the statutory delegation contained in Article 36 of the Transport Law;
 - 20) goods subject to exclusion from common transport as hazardous, in particular within the meaning of the Act of 19.08.2011 on transport of hazardous goods (Dz. U. of 2020, item 154 as amended) or international agreements binding the Republic of Poland in the field of road transport.
8. In cases referred to in par. 7 items 2 - 4, Packeta may accept a Consignment for transport according to the current Price List for Consignments with dimensions above the permitted limit, however, any acceptance remains within the scope of Packeta's unilateral decision, and the refusal of acceptance does not require any justification, as in par. 2.
 9. Packeta reserves the right to refuse to accept for carriage any Consignment that does not meet the conditions stipulated in paragraph 1 items 1 - 4 (also in the case of discovering any irregularities during the inspection activities referred to in paragraph 4) or excluded from transport under paragraph 7 items 1 - 20, and the refusal of acceptance does not need to be justified.
 10. If the Consignor hands over for transport a Consignment that does not meet the conditions stipulated in paragraph 1 items 1 - 4 or is excluded from transport under paragraph 7 items 1 - 20, and Packeta refuses to perform transport due to the above reasons, the Contract is not concluded and the Consignor undertakes to immediately collect the Consignment. Packeta

reserves the right to give the item to a third party for safekeeping at the Consignor's expense and risk.

11. The Consignor agrees to return the Consignment to Packeta in a condition allowing for its proper carriage and release without loss or damage.
12. The Consignor undertakes to pack the Consignment in a manner that protects the Consignment from damage, including loss or damage. The Consignor undertakes, in particular, to ensure that the packaging of the Consignment is suitable for the type of goods, solid and reinforced. Moreover, the Consignor undertakes to sufficiently strengthen and fill the interior of the packaging in a manner preventing damage to the Consignment during transport, storage and handling. The package should also be secured by the Consignor against unauthorized or accidental opening (e.g. with adhesive tape). The condition of the packaging of the Consignment shall be taken into particular consideration in the determination of any liability of Packeta for improper performance or non-performance of the Contract. In the event of packaging damage, the Consignee should immediately report this to Packeta at the Place of Delivery.
13. Accepting of the Consignment at the Place of Origin is not tantamount to confirmation of correctness of its parameters and lack of reservations regarding its packaging.

Article 4

Sending Consignments

1. It is necessary and essential for the Consignor to have access to the Information System in order to use the Packeta Services.
2. In order to order carriage of a Consignment, the Consignor enters at least the following data into the IT System:
 - 1) Consignor's name, address, phone number/e-mail address;
 - 2) Consignor's name, address, phone number/e-mail address;
 - 3) information about the Consignment, including the value of the Consignment;
 - 4) if applicable, information about the choice of the Cash on Delivery Service and the fee to be paid for the Cash on Delivery;
 - 5) selected Place of Delivery.
3. The data referred to in paragraph 2 should be correct, complete, unambiguous and detailed in such a way as to enable proper execution of the Contract.
4. The Consignor, via the Information System, on the basis of data provided by the Consignor, obtains an individually generated document constituting a consignment note or other transport document (address label, confirmation of dispatch), containing a unique bar code, which it undertakes to print legibly and place on the packaging of the Consignment in accordance with the Consignment Labelling Rules set forth in Appendix no. 3 to the Terms and Conditions. In the case of multiple Consignments handled simultaneously by Packeta on behalf of the same Consignor, the document referred to in the first sentence is a collective summary of the Consignments sent.
5. In the case when the Consignor provides an illegible print of the document, referred to in item 4, to the package of a Consignment or in such a way that it is impossible or very difficult to identify the Consignment and send it on its way, and the Consignor is solely responsible for this situation, Packeta undertakes, as an additional service, to send to the Consignment a new

address label, print it and attach it to the Consignment ("**Relabelling of the Consignment**"), for the performance of which the Consignor will be charged an additional fee, specified in the current Price List. It is not permissible to issue a duplicate address label, or otherwise duplicate tracking numbers.

6. The address label fulfills the prerequisites required for it to be considered a "**Defective Label**" in cases referred to in paragraph 5, moreover, when the address label is missing or the address label cannot be processed in a standard or customary way offline or online, using a barcode reader, if the data on the label were not correctly entered by the Consignor into the IT System, which makes the Consignment undeliverable to the Consignee. Each time a label is found to be defective, Packeta is authorized to perform the service of relabelling a Consignment and to charge an additional fee for this service as specified in the Price List. Some of the most common reasons for not being able to process/read an address label causing a Label Defect include: poor print quality, offset print, compromised label integrity (label break), tape covering the label, partial peel off.
7. In the event that the Partner or any other third party performs the Service directly for the Consignor, the Consignor undertakes to affix the Partner's label to the packaging of the Consignment, which Packeta will make available to the Consignor via the Information System. If the Consignment is labelled with a different label, it will be necessary to relabel the Consignment and an additional fee will be charged for this, as defined in the current Price List.
8. The Consignment is transferred to Packeta at the Place of Origin, which may be:
 - 1) Service Point,
 - 2) other place resulting from the Contract (e.g. the Consignor's warehouse/store).

Article 5

Consignment Delivery & Returns

1. The Consignment is delivered to the Consignee at the Place of Delivery, which may be:
 - 1) Pick-up Point,
 - 2) other place resulting from the Contract (e.g. address of residence of the Consignee).
2. The Consignee is informed of depositing the Consignment at the selected Pick-up Point via SMS or e-mail, the content of which includes a unique password used for identification of the Consignee during pick-up of the Consignment.
3. The Consignment may be released to the Consignee or a third party designated by the Consignee when the Consignee:
 - 1) indicates the password referred to in paragraph 2 and presents an Identity Document, including an ID card or passport;
 - 2) will confirm receipt of the Consignment with his/her handwritten signature;
 - 3) in the case of the Cash on Delivery, pay the Cash on Delivery Fee in full;
 - 4) in case of Age Verification Service of the Consignee - proves his/her age with a relevant document and allows Packeta/Partner to record and verify the following data: first name / last name, type of ID and the last 4 (four) characters of its serial number.
4. Pick-up of the Consignment at a selected Pick-up Point is possible during the operating hours of the Pick-up Point, within 7 calendar days from the date of receipt by the Consignee of a

- notification of depositing the Consignment at the Pick-up Point. Any extension of the 7-day period requires a prior individual agreement between the Consignor/Consignee and Packeta.
5. In the case referred to in paragraph 1.2, Packeta provides freight services on Business Days.
 6. If under the Contract it was determined that the Place of Delivery would be the address of the Consignee indicated by the Consignor, then in the absence of the Consignee or a person designated by the Consignee in order to pick up the Consignment, the Consignor authorizes Packeta to deliver the Consignment at the central collection point of a given location (e.g. reception desk, security office, delivery office), if a similar location exists at that address.
 7. If the Consignment is not picked up by the Consignee from the Place of Delivery or in respect of which the Consignee has refused to pick it up at the Place of Delivery - and in the case of a Cash on Delivery Service also after the Consignee has paid the fee for Cash on Delivery - the Consignment is subject to return transport for the Consignor (**Return**) to:
 - 1) Pick-up Point;
 - 2) other location resulting from the Contract.
 8. In the case of Return to a Pick-up Point, the Consignor undertakes to mark in advance the location selected from those available in the Information System and to collect it in accordance with the rules specified in paragraph 4, first sentence.
 9. In the event that the Consignor fails to pick up the Return from the Pick-up Point within the time limit referred to in paragraph 8 or under the terms and conditions and within the time limit resulting from the Contract, Packeta undertakes to store the Consignment for a further period not exceeding 30 days, for which additional Service the Consignor undertakes to pay an additional fee for "**Storage of Returns**" calculated for each day of delay in pick-up, as specified in the current Price List. During the retention period of the Return, Packeta may attempt to deliver the Return to the Consignor directly, which does not interrupt the 30-day period.
 10. After the expiration of the 30-day storage period referred to in paragraph 9, Packeta reserves the right to place the item in storage with a third party at the Consignor's expense and risk.
 11. Packeta is authorized to open the package of a Consignment in cases provided by law, in particular:
 - 1) in order to check if the Consignment conforms to the declarations of the Consignor included in the consignment note or another transport document and if the regulations concerning items approved for transport under special conditions are followed - then the check is performed in the presence of the Consignor, and if it is not possible to summon the Consignor or if the Consignor fails to arrive on the agreed date, the check is performed in the presence of persons appointed for this activity, and a report is made of this activity, the template of which is enclosed as Appendix no. 7 to the Terms and Conditions; in the case of irregularities, the costs of checking are charged to the Consignor in full;
 - 2) if the packaging of the Consignment or the Consignment has been tampered with during transport or after its completion, when Packeta observes traces of tampering or suspects that the Consignment has suffered a loss or damage, or at the request of an authorized party (Consignor / Consignee), in order to determine the extent of the damage - in such case, the authorized party is notified about the commencement of checking activities;
 12. Packeta is entitled to dispose of the Consignment in cases prescribed by law, in particular in the event of:

- 1) lack of objectively feasible instructions to remove the obstacle to the carriage or delivery of the Consignment;
 - 2) loss of transport documents and objective impossibility to determine the entity authorized to dispose of the Consignment.
13. Disposal of the Consignment shall be accomplished by:
- 1) sales;
 - 2) transfer free of charge to the appropriate organizational unit;
 - 3) destruction.
14. Packeta may proceed to dispose of the Consignment 30 days after the date of receipt of the Consignment, but no sooner than 10 days after the date of notice to the authorized party of the intended disposal of the Consignment. However, if it is not possible to store the Consignment or the storage involves costs that are too high in relation to the value of the Consignment, Packeta may proceed to dispose of the Consignment before the expiration of the time limits referred to in the first sentence.
15. If the Consignment has been disposed of by means of sale, then the sale price obtained shall be transferred to the authorized party (Consignor/Receiver) after deduction of Packeta's dues. If Packeta's receivables exceed the sale price, the difference shall be paid by the eligible party.
16. The Return Service or Claims Assistant applies only to Consignments that were originally delivered via Packeta.
17. Return of the Consignment by the Consignee at the Consignor's address is possible through a selected Pick-up Point / Consignment Service Point, without the need for the original Consignee to access the IT System, by submitting the Consignment constituting the Return at the Pickup Point / Consignment Service Point, where Packeta's employee shall immediately accept the Return, enter the information into the IT System, generate and print a consignment note or other transport document (address label or confirmation of dispatch) and attach it to the Consignment packaging, as well as provide the original Consignee with a document confirming the dispatch of the Return. If the Return cannot be promptly entered into the Information System, a Packeta employee will promptly issue to the original Consignee a document confirming that the Return has been posted, including at a minimum:
- 1) date of dispatch;
 - 2) the designation of the Pickup Point / Consignment Service Point;
 - 3) packet employee's name;
 - 4) packet employee signature.

Article 6

IT system

1. Packeta maintains an Information System, within which there is a customer section used to record the legal relationship arising from the Contract, including information about the Contract and its performance, in particular containing the following data:
 - 1) about Consignors;
 - 2) about Consignees;
 - 3) about Consignment;
 - 4) about the location of the Consignment and the status of the Contract;
 - 5) about billing.

2. Packeta allows the Consignor to access the Information System through which the Consignor:
 - 1) has the possibility to order transport of the Consignment;
 - 2) gains access to the data referred to in Article 6 paragraph 1 points 1-5 of the Terms and Conditions.
3. The Consignor gets access to the IT System - through the client section - for which it is necessary for the Consignor to indicate at least the following information:
 - 1) in the case of an individual:
 - first name and last name,
 - address of residence / address for service;
 - contact information: phone number and email address;
 - 2) in the case of an Entrepreneur:
 - name;
 - headquarters address;
 - NIP (Tax No.), REGON (Statistical No.);
 - contact information: phone number and email address.
4. The Consignor, by placing an order for transport of a Consignment via the Information System, enters into an Contract with Packeta, at the same time confirming that it is familiar with the Terms and Conditions, the current Price List and other Appendices, accepts their content without reservations and undertakes to follow them.
5. The Consignor undertakes to exercise particular care with respect to completeness, detail and truthfulness of the information referred to in paragraph 3 and Article 4 paragraph 2 of the Terms and Conditions. The Consignor shall be responsible for any consequences of incorrect performance of the Contract resulting from incorrect or incomplete information.
6. The Consignor undertakes to maintain confidentiality of information concerning data that authenticate or enable access to the IT System, including the client section, and thus undertakes to refrain from disclosing the said data to third parties and to take special care to protect them from unauthorized, improper or accidental acquisition or use by third parties.
7. In the event of a breach of the obligations arising from paragraph 6, the Consignor undertakes to immediately notify Packeta of the existing or potential irregularities and - if possible - to change the credentials or access data to the Information System.
8. Violation of the obligations arising from paragraph 7, results in accepting that the Consignor has contributed to the occurrence or increase of possible damage, in which case Packeta's obligation to repair the damage caused to the Consignor shall be reduced accordingly to the circumstances, including the degree of fault.

Article 7

Settlements

1. The Consignor shall pay Packeta the remuneration for the performance of the Contract specified in the current Price List enclosed in Appendix no. 1 to the Terms and Conditions or in a separate Framework Contract concluded in writing under pain of nullity (in that case the current Price List for Services regulated by the Contract constitutes Appendix no. 1 to the Contract), on the basis of an invoice.

2. The value of prices and other fees provided for the Services by the Price List constituting Appendix No. 1 to the Terms and Conditions shall vary and depend in particular on the following factors:
 - 1) type of Consignment;
 - 2) type of Service;
 - 3) location of Places of Origin;
 - 4) location of Place of Delivery;
 - 5) selected / billed services / additional charges;
3. Packeta's remuneration shall consist of the prices for Services specified in the Price List, which shall be increased in particular by the following components, if any:
 - 1) compensation for handling the collection of the Cash on Delivery Fee;
 - 2) remuneration for processing Payment Card transactions;
 - 3) customs processing fees, including services related to customs clearance;
 - 4) fees for additional services, including transport, forwarding or logistics services provided for in the Price List or by individual agreement;
 - 5) remuneration for additional non-standard services, whose performance by Packeta was necessary and advisable for reasons attributable to the Consignor (e.g. third and consecutive delivery attempts of the Consignment, storage of the Consignment, return handling, disposal of the Consignment, organizing transport to the Consignor of a Consignment that does not meet the requirements specified in Article 3 paragraph 1 items 1 - 4 of the Terms and Conditions or excluded from transport under Article 3 paragraph 7 items 1 - 20 of the Terms and Conditions).
4. The Consignor further agrees to reimburse Packeta for expenses incurred in connection with the performance of the Services, including those specified in the current Price List, in particular:
 - 1) **fuel surcharge** - in case of Services directly connected with transport services, delivery to a Pick-up Point (in case of delivery to a specified address the fuel surcharge is included in the price established by Partner), the current net value of the surcharge expressed as a percentage of the remuneration for transport, based on the average fuel price for the last week in a given calendar month and applicable for the entire subsequent calendar month, shall be published on the Website, the surcharge value increased by the applicable VAT shall constitute a separate item on the invoice for the Services;
 - 2) **toll** - in case of Services directly connected with transport services, delivery to a Pick-up Point (in case of delivery to a specified address the toll is included in the price established by the Partner), the actual net value of the toll expressed as a percentage of the remuneration for transport is published on the Website, the value of the toll increased by the VAT due is a separate item on the invoice for the Services.
5. Packeta's remuneration for the Services provided (including selected additional services) is due at the time of acceptance of the Consignment at the Place of Origin. In case of doubt, Packeta's remuneration shall be deemed to be due and payable on the day following the day Packeta's Consignment is handed over at the Place of Origin. Otherwise, if the remuneration is payable on the basis of a VAT invoice issued by Packeta, then the remuneration is payable on the date specified in the VAT invoice and becomes due on the day following the final date of the term.

6. In the event of Return, the Consignor is obliged to pay Packeta the full amount of remuneration for the Services provided with respect to the given Consignment, including selected additional services.
7. The Consignor agrees that Packeta may issue electronic invoices and forward them to the email address specified by the Consignor.
8. In the event that the Consignor is late in paying Packeta's remuneration, Packeta reserves the right to demand from the Consignor interest for late payment at the rate of twice the statutory interest for late payment. In the event of default by the Consignor, Packeta also reserves the right to claim damages in accordance with general principles.
9. In the event that the Consignor is late in paying Packeta's remuneration, Packeta will issue to the Consignor a demand for payment for carriage with a 7-day payment deadline. If the initial request is unsuccessful, Packeta will issue a second request at the Consignor's address, for which an additional fee will be charged in accordance with the current Price List.
10. Packeta reserves the right to demand from the Consignor payment of contractual penalties stipulated in the current Price List, Contract or Terms and Conditions, particularly in case of accepting for transport a Consignment that does not meet the conditions stipulated in Article 3 paragraph 1 items 1 - 4 of the Terms and Conditions (also in case of revealing irregularities during the inspection activities referred to in Article 3 paragraph 4 of the Terms and Conditions) or excluded from transport under Article 3 paragraph 7 items 1 - 20 of the Terms and Conditions.
11. In the event that Packeta remains a creditor to the Consignor on any account related to the Contract and its performance, and the claim is due, Packeta may set off its due claims against the due claims of the Consignor. A deduction declaration shall be submitted as an attachment to the invoice referred to in paragraph 1, or in any other legally permissible form - in writing, via e-mail, or at least in a document form.
12. Packeta has a lien on the Consignment to secure any claim under the Contract, which may be exercised as long as the Consignment is in the possession of Packeta or the person who holds the Consignment on behalf of Packeta, or as long as Packeta can dispose of it under the documents (the "**Right of Lien** "). Packeta's entitlement in the first sentence, does not apply to Services performed for the benefit of governmental authorities and law enforcement agencies.
13. If The Consignor has reasonable objections to the accuracy of Packeta's calculated compensation for the Services, the Consignor shall be entitled to file objections with Packeta within 30 days of receipt of any invoice or other billing statement issued under the Contract. Objections will be processed in accordance with the complaint regulations (Article 11 of the Terms and Conditions). Submitting the objections referred to in the first sentence does not suspend the deadline for payment of Packeta's remuneration. Objections submitted after the 30-day deadline will be left unaddressed.

Article 8

Cash on Delivery

1. At the Consignor's request, Packeta will perform an additional Cash on Delivery service, making the release of the Consignment conditional on the Consignee's prior payment of the fee to which the Consignor is entitled, in cash or non-cash form.

2. The Consignor undertakes to indicate the choice of the Cash on Delivery Service and the fee amount at the stage of ordering transport of the Consignment, including in the IT System, in such a way that this information is included in the content of the consignment note or another transport document.
3. Cash on Delivery is executed by Packeta collecting from the Consignee the fee amount indicated by the Consignor - respectively - in cash or in a non-cash form, each time in the currency relevant for the Place of Delivery, and then transferring it to the Consignor in a non-cash form, subject to Article 8 paragraph 5 of the Terms and Conditions.
4. The Cash on Delivery Amount is transferred to the Consignor, as a rule, in the same currency in which it was paid by the Consignee, however the Consignee via the IT System has the option to select a different currency, then the Currency Conversion Rules defined in Appendix no. 2 to the Terms and Conditions shall apply. The above does not exclude the possibility of Packeta's stipulating that the benefit will be paid in Polish currency according to the average exchange rate announced by the National Bank of Poland on the day the claim is due.
5. By using the Cash on Delivery Service, the Consignor instructs and authorizes Packeta to accept payment from the Consignee in the name and for the account of the Consignor, with the effect that Packeta's payment is equivalent to making payment to the Consignor, and the delivery of the Consignment to the Consignee constitutes an acknowledgment of acceptance of payment and has the effect of releasing the Consignee from its debt to the Consignor, regardless of the place, time or form of settlement. This Consignor authorization granted to Packeta, includes Packeta's authorization to grant further authorizations for the execution of the Cash on Delivery service. In case of doubt, it is considered that Packeta is not a direct or indirect representative of the Consignor when performing the Cash on Delivery service.
6. If, at the time Packeta receives the amount of the Cash on Delivery from the Consignee, Packeta remains a creditor to the Consignor on any account related to the Contract and its performance, Packeta may refrain from transferring the amounts of the Cash on Delivery to the Consignor until the Consignor offers to meet the outstanding performance, and also when the receivables are due - to set off its claim against the Consignor's claim, in particular the claim for the Cash on Delivery.
7. Fees for Cash on Delivery accepted on the territory of the Czech Republic or Slovak Republic will be transferred to the Consignor within 10 (in words: ten) Business Days from the date the fee is received from the Consignee, provided that the fee is transferred to the Consignor's bank account within the state in which it is accepted. Fees for Cash on Delivery accepted in a country other than the Czech Republic or the Slovak Republic will be transferred to the Consignor's bank account within 15 (in words: fifteen) Business Days from the date the fee is received from the Consignee. Within the same 15-day period, the Cash on Delivery fees will be transferred to the Consignor's bank account held in a country other than the country in which the Cash on Delivery was received. If, within the aforementioned deadlines, Packeta's bank account is debited with the fee due to the Consignor, which will be transferred to the bank account indicated by the Consignor, the deadline for transferring the Cash on Delivery Fee shall be deemed to have been met.
8. Bank charges for any cross-border transactions will be charged to the Consignor, as will any expenses associated with the bank transaction and transfer of the Cash on Delivery Fee, if any.
9. The Consignor shall be liable to Packeta in connection with possible situations when Consignees cancel / claim non-cash payments using a payment card and demand a refund in

the so-called chargeback procedure, in which case the Consignor agrees to cover any costs incurred by Packeta resulting from the application of the chargeback procedure.

10. The Consignee may pay the Cash on Delivery Fee by cash or non-cash settlement using an accepted payment card. Fees for the Cash on Delivery Service shall be charged to the Consignor in accordance with the current Price List. The Consignor may, with an appropriate - at least 10 - days' notice in advance of the provision of the Service, via the Information System, disable the possibility of non-cash settlement by specifying that the Consignee remains entitled to cash payment of the Cash on Delivery Fee only.

Article 10

Specific rights of the Consumer

1. If the Consignor is a Consumer, the Contract concluded with the Consumer constitutes a distance agreement within the meaning of the provisions of the Act of 30.05.2014 on consumer rights (Dz. U. of 2020, Item 287), Exclusions provided for in the Act referred to in the first sentence shall apply, including that the rules provided for in the Act shall not apply in the case of an Contract under which the Consumer is obliged to pay an amount not exceeding PLN 50.00 or the equivalent thereof expressed in a foreign currency after conversion according to the average exchange rate table published by the National Bank of Poland on the date of conclusion of the Contract.
2. The Consignor with the status of Consumer is entitled to withdraw from the Contract with 14 days from the date of its conclusion, unless during this period Packeta has performed the Service entirely with the knowledge and consent of the Consumer.
3. Statement of withdrawal from the Contract, the Consumer may submit:
 - 1) in writing by means of a form of the consumer's declaration of withdrawal from the contract constituting Appendix No. 9 to the Terms and Conditions, by submitting a completed and signed document to Packeta's headquarters: ul. Postępu 14, 02-676 Warsaw, or at the address: ul. Mostowa 4, 43-400 Cieszyn or shall be sent by mail through a postal operator within the meaning of the Act of 23.11.2012. - Postal Law (Dz. U. of 2020, Item 1041, as amended).
 - 2) in a document form to the email address at info@packeta.pl;
 - 3) in a document form through the Information System.
4. In the case of any disputes arising from the performance of the Contract concluded with the Consumer, in the first place, after any possible lack of agreement reached in the complaint procedure, the parties will attempt to amicably resolve consumer disputes before a competent entity with a current entry in the register kept by the President of the Office of Competition and Consumer Protection (UOKiK), including the Trade Inspectorate - Mazovian Voivodeship Inspector of Trade Inspection in Warsaw (ul. Sienkiewicza 3, 00-015 Warsaw).

Article 11

Procedure for determining the condition of the Consignments, claims procedure and liability

1. Packeta may condition the acceptance of defective or improperly packed goods for transport on the condition that the Consignor submits a written statement of the condition of the Consignment, the specimen of which is attached as Appendix No. 6 to the Terms and Conditions.

2. In the case of violation of the condition of the Consignment, the condition of the Consignment is determined on the basis of a report during transport or after its completion in order to determine the extent of damage, using the Report of Determination of the Condition of the Consignment, a template of which is attached as Appendix No. 7 to the Terms and Conditions (see Article 5.11 of the Terms and Conditions).
3. Unless otherwise stipulated by generally applicable law, the following persons are entitled to submit a complaint to Packeta:
 - 1) the Consignor;
 - 2) the Consignee - in case when the Consignor has waived the rights in question in favour of the Consignee, or when the Consignment has been delivered to the Consignee.
4. An eligible person may file a claim with Packeta:
 - 1) for non-performance or improper performance of the Contract,
 - 2) when the person disagrees with the contents of the request for payment received from Packeta and can prove their case.
5. A complaint may be filed against Packeta:
 - 1) in writing using the Complaint Form attached as Appendix 8 to the Terms and Conditions, by submitting the completed and signed document to Packeta's headquarters: ul. Postępu 14, 02-676 Warsaw, or at the address: ul. Mostowa 4, 43-400 Cieszyn or sent by mail through a postal operator within the meaning of the Act of 23.11.2012. - Postal Law (Dz. U. of 2020, Item 1041, as amended).
 - 2) in document form to the email address at info@packeta.pl or reklamacje@packeta.pl;
 - 3) in a document form via the Information System (<https://www.packeta.pl/reklamacje>).
6. Submission of a complaint with the use of electronic means of communication means that the claimant agrees that Packeta may deliver in the same form the answer to the complaint or other correspondence related to the complaint procedure to the e-mail address from which the claimant's complaint was received, unless in the contents of the complaint the claimant reserved the demand to deliver the correspondence in a traditional written form to the indicated address for delivery.
7. While the claim is pending, the claimant is required to notify Packeta of any change in mailing address. In case of failure to comply with the above obligation to provide information, correspondence sent to the current address is considered effectively delivered.
8. As a result of Packeta's payment and acceptance of the Consignment without reservation, all claims against Packeta under the Contract shall expire. This does not apply to claims for non-visible damage to a Consignment if the Consignee has notified Packeta of the damage within one week of receiving the Consignment. If the Consignee has accepted the Consignment without checking its condition with the Carrier or without making reservations to the Carrier, indicating generally the nature of the missing part or damage at the latest at the time of delivery, if it concerns visible shortages or damage or within 7 Working Days from the date of delivery, if it concerns shortages or damage which are not visible - it shall be presumed, unless there is evidence to the contrary, that it received the goods in an intact condition. Objections should be made in writing if they concern deficiencies or non-visible damage. If the condition of the Consignment has been inspected jointly by the Consignee and the Carrier, then evidence to the contrary of the result of the inspection activities cannot be carried out, unless it is a case of defects or damage that is not visible and if the Consignee has notified Packeta of his objections in writing within 7 Business Days. A delay in delivery can be the basis for claims only

if the objection has been made in writing within 21 days from the date of making the Consignment available to the Consignee.

9. A complaint shall be submitted no later than within 1 year from the date of the event justifying its submission, and in the case of claims regarding a delay in transport that did not cause a loss or damage to the consignment - within 2 months from the date of handing over the consignment.
10. The complaint should include:
 - 1) the name and address of the carrier;
 - 2) name and address of the authorized person, together with contact information (telephone number, e-mail address);
 - 3) a copy of the shipping document;
 - 4) substantiation of the complaint;
 - 5) the amount of the claim (in the case of multiple orders, the amounts of claims for individual orders) along with the justification and documentation confirming the claim both in principle and in amount (e.g. photographic documentation of the Consignment together with packaging, invoice / receipt for the purchase of goods);
 - 6) the beneficiary's bank account number appropriate for settlement with the carrier or the address appropriate for payment of the claim;
 - 7) in the case of making a claim due to the loss of the Consignment - a statement of the Consignee, bearing their own legible signature, of non-delivery of the Consignment, including the data of the Consignee (name, surname, address) and the Consignment number;
 - 8) in case of a written complaint - signature of the authorized party.
11. Packeta will acknowledge the receipt of the complaint:
 - 1) in the case of direct submission of a document at Packeta's registered office or at the address indicated in paragraph 4.1 - immediately;
 - 2) in case the document is sent via public postal operator to the address of Packeta's registered office or to the address indicated in paragraph 4 item 1 and in cases referred to in paragraph 4 item 2 and 3 - within 7 days from the date of receipt.
12. In the event of receipt of a complaint, if it is necessary for the proper handling of the complaint, Packeta may, no later than within 14 days from the receipt of the complaint, call upon the complainant to supplement any deficiencies in the complaint or to provide originals or certified copies of documents relating to the Contract or documents related to the type and amount of the claim, if any. Failure to remove deficiencies or submit documents within the time limit referred to in the first sentence will result in leaving the complaint unprocessed.
13. Packeta will respond to the complaint within 30 days from the date of receipt, or in the case referred to in paragraph 12, from the date of receipt of the completed complaint or documents. The deadline is met if the correspondence is sent by a public postal operator or by electronic communication.
14. If the complaint is rejected in whole or in part, the entitled person is entitled to file an appeal with Packeta, in which case Packeta, within 14 days from the date of receipt of the appeal, may change its decision if incorrect assessment of the facts was made or if new circumstances, significant for the case and not known before, were revealed.
15. Filing a claim does not suspend the payment period for Packeta Services.

16. If the Contract is performed by several successive carriers (Packeta and Partners), then each of them assumes responsibility for the performance of the entire carriage, with the second carrier and each of the subsequent ones becoming, by acceptance of the Consignment and the consignment note or other transport document, a party to the Contract in accordance with its terms.
17. In the event that Packeta places the Consignment for carriage with another carrier / Partner, Packeta is liable for the actions of the further carriers as for its own actions. Any carrier who accepts a Consignment under that particular consignment note or other transport document is jointly and severally liable with Packeta for the entire carriage as per the contents of the transport document. The carrier who, by virtue of its joint and several liability, has paid compensation shall have a right of recourse against the carrier who was responsible for the circumstances from which the loss or damage arose. If the circumstances of the damage cannot be ascertained, then all carriers are liable in proportion to the freight remuneration to which they are entitled. A carrier who proves that the damage did not occur in the space through which it was transporting is free from liability.
18. The Consignor acknowledges that Packeta's liability, if any, due to non-performance or improper performance of the Contract shall cover the value of the goods together with their packaging up to PLN 3,000.00 / € 700.00 or the equivalent of these amounts expressed in another foreign currency according to the currency conversion rules specified in Appendix No. 2 to the Terms and Conditions.
19. Packeta's liability in connection with the Contract generally extends only to actual damages in the form of actual damage. In case of doubt, the actual damage shall be deemed to be equal to the value by which the value of the Consignment has been reduced as a result of the damage, whereby the purchase prices of goods analogous to the Consignment, in the same market, valid at the moment of the occurrence of the event, shall be binding. Packeta is not liable for lost profits or non-economic harm. In the event of a delay in transportation, Packeta shall only be liable for any damage actually incurred and proven.
20. The Consignor is fully responsible for any damage caused to Packeta or third parties by the Consignment if the Consignment fails to meet the conditions stipulated in the Terms and Conditions or in the Contract, in particular, if the Consignment contains goods which are not consistent with reality, the goods or the description of the goods was incomplete or too general, the Consignment contains items excluded from transport or prohibited under generally applicable law, these Terms and Conditions, the Contract, or requiring transport in special conditions, the Consignor has failed to comply with its obligation to protect the Consignment with appropriate packaging or filling. Violation of the obligation resulting from the first sentence results in assuming that the entitled person contributed to the occurrence or increase of the damage, in which case the obligation to compensate for the damage is appropriately reduced in accordance with the circumstances, including the degree of fault.
21. For the avoidance of doubt, unless the provisions of generally applicable law indicate otherwise, the following is understood:
 - 1) "**damage**" is understood as violation or partial destruction of a thing, causing limitation of its functional properties or purpose, including physical impact on the thing, which results in temporary or permanent change in its substance, in particular causing change, violation of the state or structure of the thing, modification in quality, dimensions, structure, durability, composition or configuration of elements, where it

is possible to restore the previous state of the thing by repair, or it is not possible to restore the previous state of the thing, but despite the defect, the thing is suitable for use in accordance with its socio-economic purpose;

- 2) "**destruction**" is understood as an effect on a thing, causing its total destruction or a change in its properties making it unsuitable for use in accordance with its purpose, including its socio-economic purpose, whereby it is not possible to restore the previous state by repair.
22. The value of damage, unless contrary results from generally applicable laws, is determined taking into account:
- 1) in case of damage to a new item resulting in repair - the cost of repair, including possible disassembly and assembly, less the surviving replaceable parts, and in case of failure to repair - the difference in value of the item before and after the damage, taking into account the market prices of the item; the value of the damaged item, if the entitled person agrees to sell it, is determined on the basis of the net price obtained from the sale, in other cases on the basis of the market price, or in doubtful cases - on the basis of an expert opinion;
 - 2) in case of destruction or loss of a new item - the actual net price of the item, confirmed by an invoice or receipt, or gross price - if the eligible person is not a VAT payer;
 - 3) if the damage concerns a used item - reference to the actual net market value of the item, taking into account its age, wear and tear, pre-existing damage or defects, or in doubtful cases - based on an expert opinion;
 - 4) in case when the proof of purchase of an item is a tax document with a value in a foreign currency, then the value is determined taking into consideration the amount obtained in Polish zloty after conversion of the sale price from the foreign currency according to the average exchange rate table published by the National Bank of Poland (NBP), from the day of receipt of the Consignment by Packeta at the Place of Origin.
23. In the event of filing a claim by the authorized party due to non-performance or improper performance of the Contract resulting from damage or destruction of an item, the authorized party undertakes to make the Consignment together with its packaging available to Packeta for self-inspection, and thus the authorized party undertakes to secure the Consignment together with its packaging in an undamaged condition until Packeta conducts the inspection or terminates the complaint procedure, receives information from Packeta that the inspection has been abandoned, or the established time limit for the inspection or response to the complaint expires without effect. Violation of the obligation of the entitled person resulting from the first sentence results in assuming that the entitled person contributed to the occurrence or increase of the damage, in which case the obligation to compensate for the damage is appropriately reduced in accordance with the circumstances, including the degree of fault.
24. A Consignment may be considered lost if it has not been released within 30 days after the expiration of the Contractual deadline or within 60 days of Packeta's acceptance of the Consignment at the Place of Consignment. The entitled person receiving compensation for a lost Consignment may request in writing that if the Consignment is found within 1 year after the compensation is paid, the entitled person will be notified immediately. Thereupon, within 30 days after receipt of Packeta's notice, the authorized person may demand the release of

the Consignment for payment of Packeteta's amounts due under the Contract and for reimbursement of any compensation received.

25. If the Consignment is found by either the Consignor or the Consignee, the finder should immediately inform Packeteta of this fact. In that event, any amounts paid by Packeteta as compensation, if any, will be refunded.
26. If, as a result of a consensual settlement of a complaint, Packeteta pays the claimant the requested value of the Consignment, then the claimant undertakes to transfer ownership and surrender the damaged or destroyed items to Packeteta, within 2 Business Days. In the case referred to in the first sentence, the entitled party, if it is the Consignor, undertakes to issue Packeteta with a debit note for the net purchase value of the item within 30 days.

Article 13

Confidentiality

1. The Consignor agrees to keep confidential any information received from Packeteta regarding technical, technological, organizational matters of the company or other information of economic value which is not generally available, including in particular information about contractors, sales processes, contract execution procedures, financial matters, planned business projects and adopted strategies in this regard.
2. Any use of Packeteta's Confidential Information for any purpose other than the performance of the Contract shall require Packeteta's written consent at all times.
3. In case of breach of the confidentiality obligation specified in paragraphs 1 and 2, Packeteta shall be entitled to claim from the Consignor a contractual penalty in the amount of PLN 50,000 for each violation, which does not exclude the possibility of pursuing liability under general rules, including those provided for in the Civil Code.

Article 14

Personal information

1. In the course of its business activities, Packeteta, alone as controller or with other legal entities as co-controllers, processes personal data of Consignors, Consignees and possibly other third parties as provided for in the Contract in accordance with the principles set out in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27.04.2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (Official Journal of the European Union L No. 119, p. 1) and Polish common law provisions implementing the regulations in question, including under the Personal Data Protection Act of 10.05.2018 (Dz. U. of 2019, Item 1781),
2. The Controller of personal data of Consignors, third parties authorized by the Consignor and Consignees who are natural persons, in connection with the execution of the Contract, is Packeteta Poland Sp. z o.o. based in Warsaw.
3. Packeteta is not a controller or processor with respect to the data contained in the Consignment.
4. Detailed information on the processing of personal data can be found in the Privacy Policy, available on the Website at [https://files.packeteta.com/web/files/Polityka Prywatności GDPR PL.pdf](https://files.packeteta.com/web/files/Polityka_Prywatności_GDPR_PL.pdf).

Article 15

Final Provisions

1. Packeta reserves the right to terminate the Contract with immediate effect in the following cases:
 - 1) the Consignor's breach of basic contractual obligations, including default in payment of remuneration for more than 30 days or any other material breach of obligations stipulated in the Contract, the Terms and Conditions or any other Appendix;
 - 2) if it is determined that in a given calendar month the Consignor has ordered Packeta to transport any Consignments that do not meet the conditions specified in Article 3 paragraph 1 items 1 - 4 of the Terms and Conditions or that are excluded from transport under Article 3 paragraph 7 items 1 - 20 of the Terms and Conditions, and the ratio of the size of these Consignments to all transport orders issued by the same Consignor exceeds 2%.
2. The current version of the Terms and Conditions, including Appendices, is available free of charge at Packeta's offices and on the Website. Packeta will publish any changes to the Terms and Conditions, Price List or other Appendices on the Website at least 14 days before they become effective. In the case of counterparties bound by a separate framework Contract, the principles of informing about the proposed changes may be regulated differently in the Contract. Any objections to the new regulations must be submitted to Packeta no later than 7 days prior to their scheduled effective date.
3. In matters not covered by the Terms and Conditions, the Contracts shall be governed by the provisions of Polish law, in particular the Act of 23.04.1964 - Civil Code (Dz. U. of 2019, item 1145, as amended), the Act of 15.11.1984 - Transport Law (Dz. U. of 2020, item 8, as amended), the Regulation of the Minister of Transport and Construction of 24.02.2006 on determining the condition of parcels and the complaint procedure (Dz. U. of 2006 No. 38 item 266 as amended), Convention on the Contract for the International Carriage of Goods by Road (CMR) of 19.05.1956 (Dz. U. of 1962, No. 49, item 238), together with written records and additional records.
4. If any provision of the Terms and Conditions is held invalid or ineffective, the Contract shall remain valid and effective to the remaining extent, including as set forth in the remaining provisions of the Terms and Conditions.
5. Any disputes arising in connection with the application of the Contract, including the performance of provisions hereof, shall be submitted to the Polish common court of law competent for the seat of Packeta on the day of conclusion of the Contract.
6. The Terms and Conditions shall come into force as of the date of publication and replace the existing Terms and Conditions dated 01.12.2020.

Appendices:

1. List Price;
2. Currency conversion rules;
3. Principles of Consignment labelling;
4. Terms of payment by card for Cash on Delivery - for the Consignor;
5. Personal Data Processing Agreement;
6. Consignment Condition Statement;
7. Report on the condition of the Consignment;
8. Complaint form;
9. Form of the consumer's declaration of withdrawal from the contract.