

**General Logistics Systems Hungary Parcel-Logistics Kft.**  
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 GLS Európa u. 2.  
 hereinafter: GLS Hungary

## **GENERAL BUSINESS CONDITIONS OF GLS HUNGARY PERTAINING TO PARCEL DELIVERY AND MANAGEMENT**

### **TABLE OF CONTENTS**

1.	Introduction .....	5
1.1.	Scope .....	5
1.2.	The Service Provider’s name and details: .....	5
1.3.	Cited statutory regulations and their abbreviations:.....	5
1.4.	Rules of the postal service contract .....	5
1.4.1.	Interpretation of the provisions of these GBC and of the individual contracts.....	5
1.4.2.	General Rules.....	6
1.4.3.	Special rules applicable to long-term agreements .....	6
1.4.4.	Special rules applicable to GLS ParcelShops .....	6
1.4.5.	Special rules applicable to the <a href="https://ecsomag.hu">https://ecsomag.hu</a> platform.....	6
1.5.	Conclusion of the postal service contract.....	7
1.5.1.	General Rules.....	7
1.5.2.	Rules applicable to long-term agreements.....	7
1.5.3.	Special rules applicable to GLS ParcelShops .....	7
1.5.4.	Special rules applicable to the <a href="https://ecsomag.hu">https://ecsomag.hu</a> platform.....	7
1.5.5.	Refusal to conclude a contract or continue fulfilment.....	8
2.	Customer Service Office.....	8
2.1.	Contact details of Customer Service Office: .....	8
2.1.1.	Contact details of customer service office for Senders .....	8
3.	Enquiries, management of complaints .....	8
3.1.	Enquiries.....	8
3.2.	Reporting a complaint.....	8
3.2.1.	General Rules.....	8
3.2.2.	Special rules applicable to GLS ParcelShops .....	9
3.2.3.	Special rules applicable to the <a href="https://ecsomag.hu">https://ecsomag.hu</a> platform.....	9
3.2.4.	Additional dispute resolution platform available for online service contracting.....	9
3.3.	Investigation of the Complaint by the Service Provider.....	9
3.4.	Legal remedy against the complaint .....	9
4.	Purpose and geographical validity of the General Business Conditions: rules relating to import parcels, the services provided by GLS Hungary.....	9
4.1.	The General Rules relating to import parcels (dispatched abroad for delivery in Hungary) accepted by GLS Hungary from its foreign partners are as follows: .....	9
4.2.	Basic services provided by GLS Hungary: .....	10
4.3.	Value-added additional services available to domestic Clients/senders: .....	11
5.	Parcels, parcel labels, packaging, addressing, sealing .....	15
6.	Collection of parcels .....	17

6.1.	General Rules .....	17
6.2.	Special rules applicable to long-term agreements.....	17
6.3.	Special rules applicable to consignments dispatched at a GLS ParcelShop.....	17
6.4.	Special rules applicable to services ordered via the <a href="https://ecsomag.hu">https://ecsomag.hu</a> platform .....	17
7.	Delivery .....	19
7.1.	Delivery to an address .....	19
7.1.1.	Delivery to a natural person addressee.....	19
7.1.2.	Delivery to a juridical person/organisation .....	19
7.1.3.	General Rules applicable to delivery .....	20
7.2.	Delivery at a collection point (including: GLS ParcelShop, Depo) .....	20
7.3.	Delivery to a GLS ParcelLocker.....	20
8.	Weight and size restrictions.....	21
9.	Objects excluded from the scope of GLS Hungary's services .....	21
9.1.	Objects excluded from service .....	21
9.1.1.	General Rules.....	21
9.1.2.	Different rules applicable to products and objects excluded from transport or that may only be carried subject to conditions, for parcels sent from or delivered to a GLS ParcelShop or deposited in a GLS ParcelLocker ..	22
9.1.3.	Special rules applicable to excluded objects in relation to the service ordered through the <a href="https://ecsomag.hu">https://ecsomag.hu</a> platform.....	22
9.2.	Consequences of Dispatching Excluded Items .....	22
10.	The service .....	23
10.1.	General Rules .....	23
10.2.	Special rules applicable to long-term agreements.....	23
10.3.	Different rules applicable to GLS ParcelShops .....	23
10.4.	rules on the provision of the various additional services .....	23
10.4.1.	Rules on COD collection, the Service Provider's liability for COD collection .....	23
10.4.2.	Rules applicable to the DocumentReturn <b>Service</b> , Display <b>Service</b> , and ItemisedDelivery <b>Service</b> .....	24
10.4.3.	Rules applicable to the HazardousGoods <b>Service</b> .....	24
11.	Parcel forwarding fee, reimbursement of costs.....	24
11.1.	Service fees, costs .....	24
11.1.1.	General Rules.....	24
11.1.2.	Rules applicable to customers with long-term agreements .....	25
11.1.3.	The fee of consignments dispatched at GLS ParcelShops, the payment of fees.....	25
11.1.4.	The fee of services ordered through the <a href="https://ecsomag.hu">https://ecsomag.hu</a> platform, the payment of fees .....	25
11.2.	Unilateral amendment of the Service Fee by the Service Provider.....	25
11.2.1.	Rules applicable to customers with long-term agreements .....	25
11.2.2.	Unilateral adjustment by the Service Provider of the service fee for consignments dispatched at GLS ParcelShops	26
11.2.3.	The unilateral adjustment by the Service Provider of the service fee for services ordered through the <a href="https://ecsomag.hu">https://ecsomag.hu</a> platform.....	26
11.3.	The modification by the sender of the services ordered through the <a href="https://ecsomag.hu">https://ecsomag.hu</a> platform .....	26
12.	Obligations of the Client (sender).....	26
12.1.	Conformity of packaging and parcel label .....	26
12.1.1.	General Rules.....	26
12.1.2.	Special rules applicable to long-term agreements .....	26
12.1.3.	Special rules applicable to the service ordered through the <a href="https://ecsomag.hu">https://ecsomag.hu</a> platform.....	27
12.2.	The conformity of parcel content.....	27
12.3	Payment of the service fee .....	27

12.4	Liability for the data made available to the Service Provider and their up-to-dateness.....	27
13.	Right of disposal .....	27
14.	Invoicing, payment of fees .....	27
14.1.	Invoicing .....	27
14.1.1.	Rules applicable to long-term agreements.....	27
14.1.2.	Rules applicable to consignments dispatched at a GLS ParcelShop .....	27
14.1.3.	Rules applicable to services ordered through the <a href="https://ecsomag.hu">https://ecsomag.hu</a> site.....	27
14.2.	Payment of fees .....	28
14.2.1.	Rules applicable to long-term agreements.....	28
14.2.2.	Rules applicable to consignments dispatched at a GLS ParcelShop .....	28
14.2.3.	Rules applicable to services ordered through the <a href="https://ecsomag.hu">https://ecsomag.hu</a> site.....	28
14.3.	Late payment, non-compliance with payment obligation.....	28
14.3.1.	Invoice Compensation (offsetting) .....	28
14.3.2.	The Service Provider's legal lien or suspension of the Service .....	28
14.3.3.	Default interest, flat-rate recovery costs, enforcement of costs incurred .....	29
14.3.4.	Receivables management .....	29
14.3.5.	Liability of Client in case of multiple contracts .....	29
15.	Warranty .....	29
16.	Damage incidents .....	29
16.1.	General Rules regarding responsibility .....	29
16.2.	Deadlines for filing claims for compensation .....	29
16.3.	Extent of compensation.....	30
16.3.1.	The extent of compensation for damaged, lost parcel .....	30
16.3.2.	The extent of compensation applicable to guaranteed deadline service .....	30
16.3.3.	Relationship between damage compensation and possible insurance by the Client .....	30
16.4.	Method of damage compensation: .....	31
16.5.	Certifying the damage: .....	31
16.6.	Payment of the damage compensation.....	31
16.7.	Exclusions: .....	32
16.8.	Legal remedies available against the compensation claim established by the Service Provider.....	32
17.	Termination of the contract .....	32
17.1.	Term of the contract.....	32
17.1.1.	Rules applicable to long-term agreements.....	32
17.1.2.	Rules applicable to contracts concluded at a GLS ParcelShop.....	33
17.1.3.	Special rules applicable to services ordered through the <a href="https://ecsomag.hu">https://ecsomag.hu</a> site.....	33
17.2.	Termination of the postal service contract (common rules).....	33
18.	Limitation, Enforcement of Claims .....	34
19.	Written form/Partial invalidity/Court jurisdiction.....	34
19.1.	Written form.....	34
19.2.	Partial invalidity .....	34
19.3.	Legal disputes.....	34
20.	General or local limitation and suspension of service .....	34
21.	Data protection, obligation of confidentiality .....	35
21.1.	General Rules on data protection.....	35
21.2.	Confidentiality obligation regarding the contents of the parcel.....	35
21.3.	Rules of opening a sealed parcel .....	35
21.4.	General Rules for the fulfilment of the confidentiality obligation, retention period .....	35

22.	Definition of terms used in the General Business Conditions .....	37
23.	Amendment and applicability of the General Business Conditions .....	38



## 1. INTRODUCTION

### 1.1. SCOPE

These General Business Conditions include the detailed terms and conditions for the Service Provider's postal services that do not substitute the universal domestic and export postal service. These General Business Conditions also apply to postal services that do not substitute the universal import postal service in the cases and with the content set forth herein.

These General Business Conditions shall be valid for all the activities of GLS Hungary, including primarily the undertaking of domestic and export parcel-forwarding tasks, the collection, loading, unloading, handling and reloading of parcels, the temporary storage of parcels in the case of failed delivery, as well as the administration of the delivery of export parcels within countries belonging to the network of GLS General Logistics Systems. These General Business Conditions shall apply exclusively to tasks covered by contracts concluded with GLS Hungary, and therefore they shall not apply to import parcel forwarding in the case of which the Client enters into a contract with a partner of GLS Hungary in accordance with the General Business Conditions of the foreign partner.

These General Business Conditions apply to:

- consignments dispatched or received at GLS ParcelShops as well as consignments received or dispatched through GLS ParcelLockers, covering the dispatch, handling, sorting and storage of parcels, as well as the provision of parcel delivery services, and
- the service ordered via the <https://ecsomag.hu> website.

These General Business Conditions are based, in the case of the forwarding of goods not classified as postal services, on the Hungarian General Forwarding Conditions (MÁSZF), the CMR (Convention on the Contract for the International Carriage of Goods by Road, signed in May 1956 and amended by the CMR Protocol signed in Geneva on 15 July 1978), the Montreal Protocol, and, in the case of the forwarding of parcels classified as postal services, Hungarian Act CLIX of 2012 on postal services (hereinafter: Postal Act), and Govt. Decree 335/2012 (XII.4.) on the detailed rules of the provision of postal services and of postal services relating to official documents, and on the general contractual terms of postal service providers and on consignments that are excluded from the postal service or that may only be carried subject to conditions.

The rules for dispatch and delivery at GLS ParcelShops as set out in these General Business Conditions apply only to consignments dispatched and delivered at GLS ParcelShops located in Hungary. If the sender dispatches the consignment at a GLS ParcelShop in another country, the rules and contractual terms and conditions of that country shall apply.

Services ordered through the <https://ecsomag.hu> website are available only in the countries and under the terms and conditions indicated on the <https://ecsomag.hu/> website. Certain additional services are only available for consignments sent to domestic destinations, the details of which are set out in section 4.

With respect to the services falling under the effect of the Postal Act, the supervisory authority is the National Media and Infocommunications Authority.

**Contact details of the National Media and Infocommunications Authority:**

**Headquarters:** 1015 Budapest, Ostrom u. 23-25.

Contact details of Customer Service:

**Title:** 1133 Budapest, Visegrádi u. 106.

**Address for correspondence:** 1376 Budapest, Pf.: 997.

**Phone:** 06-1-468-06-73

**E-mail:** [info@nmhh.hu](mailto:info@nmhh.hu)

### 1.2. THE SERVICE PROVIDER'S NAME AND DETAILS:

Name:	<b>GLS General Logistics Systems Hungary Kft.</b>
Headquarters:	2351 Alsónémedi, GLS Európa u. 2.
Website:	<a href="https://gls-group.eu/HU/hu/home">https://gls-group.eu/HU/hu/home</a> <a href="https://csomag.hu/hu">https://csomag.hu/hu</a> <a href="https://ecsomag.hu">https://ecsomag.hu</a>
Customer Service	For contact details, see section 2

(Hereinafter: „**Service provider**” or „**GLS**” or „**GLS Hungary**”)

### 1.3. CITED STATUTORY REGULATIONS AND THEIR ABBREVIATIONS:

- act V of 2013 on the Hungarian Civil Code (hereinafter: Civil Code)
- act CLV of 1997 on Consumer Protection (Consumer Protection Act)
- Act CLIX of 2012 on Postal Services (Postal Act)
- Govt. Decree 335/2012 (XII.4.) on consignments that are excluded from the postal service or that may only be carried subject to conditions (Postal Decree)
- Regulation (Eu) 2016/679 of the European Parliament and of the Council of 27 April 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, hereinafter: GDPR)
- Govt. Decree 508/2020. (XI. 18.) on the promulgation, in a consolidated format, of the Protocol amending the title of the European Agreement of 30 September 1957 concerning the International Carriage of Dangerous Goods by Road (ADR) and the Agreement concerning the International Carriage of Dangerous Goods by Road, and Govt. Decree 387/2021 (VI. 30.) on the promulgation of Annexes A and B to the Agreement concerning the International Carriage of Dangerous Goods by Road and on certain aspects of its domestic application (together: ADR Decree)
- Regulation (EU) no. 524/2013 (21 May 2013) of the European Parliament and of the Council on online dispute resolution for consumer disputes and amending Regulation (EC) No. 2006/2004 and Directive 2009/22/EC (Regulation on consumer ODR)
- Government Decree No. 45/2014 (II. 26.) on the detailed rules of contracts between consumers and businesses
- Act CVIII of 2001 on Electronic Commerce and on Information Society Services

### 1.4. RULES OF THE POSTAL SERVICE CONTRACT

#### 1.4.1. Interpretation of the provisions of these GBC and of the individual contracts

These General Business Conditions shall apply to all activities of the Service Provider as defined in the "Scope" section.

The various sections of these GBC may contain the following parts:

- General Rules – applicable to the postal services provided by the Service Provider under any type of contract;
- Rules applicable to long-term agreements that are special or additional rules relative to the General Rules, which apply to contract concluded with Clients (senders) with whom the Service Provider concludes an agreement for regular parcel dispatch.
- Special rules applicable to GLS ParcelShops, which contain rules that are different from or additional to the General Rules for parcel dispatch or parcel delivery at GLS ParcelShops; special rules applicable to the <https://ecsomag.hu> platform, which contain rules different from or additional to the general rules applicable to the service ordered through this platform,
- rules different from those generally applicable to parcels delivered or dispatched to GLS ParcelLockers.

Where the special rules set out above are not specifically mentioned in a given section of the contract, this means that the rules in the given section are General Rules and, therefore, apply uniformly and equally to any agreement type listed above.

#### 1.4.2. General Rules

**GLS Hungary** provides postal services that do not substitute for the universal domestic and export postal service, to **Clients** and **senders** who enter into postal service contracts with **GLS Hungary** in respect of the use of such services.

The applicable effective general business conditions of **GLS Hungary** are incorporated into the contract through the entry into force of the postal service contract.

The Client's (sender's) terms of business or general terms of contract shall not become a part of the contract, even upon acceptance of an order for use of the service.

Should the Parties enter into a long-term agreement or other individual contract, the provisions thereof shall enjoy priority. With respect to matters not regulated in the long-term agreement/individual contract, the provisions of these General Business Conditions shall apply.

Regardless of the type of postal service contract, the Customer is obliged to send the marketing goals to the Service Provider for consultation and written approval starting from the negotiations prior to the conclusion of the contract with the Service Provider, during the duration of the contract, even before publication. The following are in particular on the Customer's own website, social media platforms, in a digital or paper-based newspaper published on a daily or weekly basis, in other forms, or at public or private events. If the Customer does not comply with this obligation, it is obliged to compensate both the Service Provider and the third party for the incurred and verified damages.

For issues not covered by the Individual Contract or these General Business Conditions, the provisions of the Postal Act and the regulations issued on the basis of the authorisation of the Postal Act (including the rules of the Government Decree) shall apply for domestic parcel services. In matters not regulated by these laws, the rules of the Civil Code shall apply. The rules of the Civil Code can be applied within the framework provided by the Postal Act.

With respect to the carriage of products not covered by the Postal Act, in matters not covered by the Individual Contract or these General Business Conditions, the provisions of the relevant European Union regulations or international agreements, in the absence of these, the provisions of the Civil Code, MÁSZF, the CMR (Convention on the Contract for the International Carriage of Goods by Road, Geneva, May 1956 and Protocol of 15 July 1978, Geneva), and the Montreal Protocol shall apply.

**GLS Hungary** only forwards carriage-paid parcels, that is, in all cases the **Client** pays the fee for the service.

These **General Business Conditions** define the products, the obligations undertaken by **GLS Hungary** as service provider, and all those conditions the performance of which is required from the **Client** in order that **GLS Hungary** may perform the forwarding of parcels at the appropriate standard of quality.

**GLS Hungary** – unless otherwise specified by the Sender or the Client – provides door-to-door delivery, and operates communication devices and an organisational apparatus that enables **Clients** to obtain answers to all inquiries they may have in relation to parcel delivery, either over the phone or via the internet.

**GLS Hungary** may use a contributor for the provision of postal services, who shall perform this activity on behalf of, for the benefit of and under the responsibility of the Service Provider. The service provided by GLS Hungary includes intermediated service (sub-contractor performance), however, **GLS Hungary's** technology ensures parcel traceability throughout the process.

#### 1.4.3. Special rules applicable to long-term agreements

Unless otherwise agreed by the Parties, the Clients shall subsequently pay the service fees periodically, by bank transfer, on the basis of the service ordered by the Client (sender).

#### 1.4.4. Special rules applicable to GLS ParcelShops

**GLS Hungary**, as a postal service provider, provides services that are carried out by the contractual partners, as postal agents, that operate the GLS ParcelShops.

Depending on the service ordered by the sender, GLS ParcelShops provide the pick-up, collection, storage and delivery of parcels, as well as the domestic and international return service to the addressees. The GLS ParcelShop performs this activity acting in the name, on behalf and at the risk the Service Provider.

A list of GLS ParcelShops is available on the Service Provider's <https://csomag.hu/hu> website.

#### 1.4.5. Special rules applicable to the <https://ecsomag.hu> platform

On the <https://ecsomag.hu> platform, customers without a long-term agreement are entitled to order the services set out in Annex no. 2 via the Internet on an ad-hoc basis. This agreement qualifies as a distance postal service contract concluded between the Parties.

The <https://ecsomag.hu> platform allows for registration, however, this is not a prerequisite for concluding a contract

(ordering a service), thus customers who are not registered are also entitled to conclude an agreement on an ad-hoc basis.

The detailed terms and conditions for registration are contained in the User Policy available on the <https://ecsomag.hu> platform. By registering, the person registering accepts the Service Provider's Terms of Use, these General Business Conditions and the Privacy Policy.

## 1.5. CONCLUSION OF THE POSTAL SERVICE CONTRACT

### 1.5.1. General Rules

**GLS Hungary** performs the parcel-forwarding service strictly on the basis of a valid and effective contract (postal service contract).

A postal service contract may be concluded between the Service Provider and the Client (sender) for occasional delivery and regular delivery.

An ad hoc contract may be concluded to cover individual deliveries.

However, fulfilment by **GLS Hungary**, including acceptance of the parcel, is always subject to the condition that the **Client** (the sender) holds a sufficient number of parcel labels issued by **GLS Hungary** for posting the parcels or produces parcel labels and shipping information in accordance with **GLS Hungary's** system and always applies these for sending parcels.

### 1.5.2. Rules applicable to long-term agreements

In the case of regular delivery, **GLS Hungary** shall enter into a contract with the Client, in which it undertakes to continuously perform, during the term of the Contract, the deliveries requested by the Client or deliveries posted by persons other than the Client on their own behalf through the online platform operated by the Client. In this case, an Individual Contract is concluded between the Client and the Service Provider, which shall contain the main elements of the legal relationship between the Parties. The contract may be entered into in the usual form, in writing or by accepting the offer. In respect of a given parcel, the contract is entered into between the Client / Sender and **GLS Hungary** by accepting this parcel or by committing to the service or by placing an order.

Clients are entitled to conclude more than one contract with the Service Provider as part of their long-term agreement. In this case, the Client is identified by a single identifier (Partner ID) and, in the case of contracts concluded separately, a separate contract identifier (Role ID) for each contract shall be applied.

Customers with a long-term agreement can place individual orders via the platforms provided by the Service Provider (GLS customer programmes). If the Client places the individual orders in its own system, it must be ensured that the Client's own system and the Service Provider's system communicate with each other. The details of such communication are laid down by the Parties in a separate agreement.

### 1.5.3. Special rules applicable to GLS ParcelShops

At GLS ParcelShops, the sender orders the postal service on an ad-hoc basis.

The procedure for concluding the contract is as follows:

- At GLS ParcelShops, the sender can order the basic and additional services of his/her choice in person.
- The fee for the basic service is, on the one hand, determined by the exact dimensions of the parcel to be sent (width, length, height) and the destination of the consignment (domestic or export) on the other hand. In order to determine the service fee, the sender hands the parcel to the GLS ParcelShop operator who, after measurement, determines the dimensions of the parcel.
- On the basis of data provided by the sender (basic and additional services to be ordered, destination of the consignment), the GLS ParcelShop operator informs the sender of the service fee according to the current fee schedule, and the sender pays the fee on site. Payment and invoicing are governed by sections 11 and 14 of these GBC.
- After payment of the parcel's service fee, the GLS ParcelShop operator provides the sender with an appropriate accounting document (receipt or invoice), which confirms the dispatch of the parcel and the conclusion of the postal service contract.

### 1.5.4. Special rules applicable to the <https://ecsomag.hu> platform

On the <https://ecsomag.hu> platform, senders can conclude contracts on an ad-hoc basis.

The procedure for concluding the contract is as follows:

- The sender selects the destination of the parcel (destination country).
- The sender selects the size category of the consignment to be sent, for which the sender specifies the dimensions of the package (width, length, height). The weight and size limits of the parcel are specified in section 8.
- The sender selects the additional services needed, if any.
- The sender selects the pick-up address and delivery address, provides the data of the sender and addressee required for delivery, as well as the invoicing address.
- The sender specifies the number of parcels to be sent.
- Based on the data provided, the system calculates the service fee payable. The system calculates the basic service fee based on the destination of the consignment, the pick-up method (pick-up at a pick-up address or pick-up in a GLS ParcelLocker) and the dimensions of the parcel as provided by the sender. For the fees of additional services, the provisions of **Annex no. 1/b** apply.
- The sender chooses whether to have the parcel picked up at a specified address or to personally take it to a GLS ParcelLocker.
- If the parcel is to be picked up at the address specified by the sender, the sender selects the date of pick-up.
- If the sender places the parcel in a GLS ParcelLocker personally, he/she can take the parcel to any GLS ParcelLocker available on the Service Provider's website.
- The sender approves the payment method.
- Prior to the submission of the order, the sender reviews the data and information provided for the order on a summary interface.
- By placing the order, the sender accepts the General Business Conditions and the Privacy Policy of the Service Provider.



- The sender pays the service fee (including the fees for both basic services and any additional services ordered).

The contract is concluded on the <https://ecsomag.hu> platform by the order being placed by the sender as described above and by the Service Provider confirming the same. The Service Provider sends confirmation of the sender's order immediately, but at the latest within 48 hours. In the absence of confirmation, the contract is not concluded between the Parties.

The submission of the order incurs a payment obligation on the part of the sender, and, at the same time, the sender also agrees to receive the invoice for the price of the service ordered by e-mail.

**By sending the order, the sender explicitly requests that the Service Provider start the service within 14 days of placing the order, before the expiry of this 14-day period.**

#### 1.5.5. Refusal to conclude a contract or continue fulfilment

**GLS Hungary** must refuse to enter into the contract if

- a) performance of the contract is contrary to a statutory regulation or to a regulation proclaiming an international treaty concluded under the Universal Postal Union Statute or an agreement concluded pursuant thereto;
- b) the contents of the postal consignment are obviously injurious to or endangering life, health, physical integrity or the human environment;
- c) postal consignments which are conditionally carried do not comply with the requirements applicable to such items; or
- d) the packaging of the postal consignment does not comply with the requirements of these General Business Conditions.

If any of the above facts becomes known to **GLS Hungary** after the conclusion of the contract, it is obliged to refuse to provide the service (or to continue it) and to inform the Client (sender) thereof. The additional costs incurred due to the returning of the postal consignments to the Client (sender) or any other place, and due to any measures taken by authorities, shall be borne by the Client (sender).

**GLS Hungary** shall be subject to the above obligation in connection with the defective packaging of the postal consignment if the non-compliance of the packaging of the parcel with these General Business Conditions is evident at the time of picking up the parcel.

## 2. CUSTOMER SERVICE OFFICE

**GLS Hungary** maintains a **Customer Service Office** at its headquarters, which is open **from 7.00 to 18.00 on working days**, and, **based on the parcel reference numbers**, provides information on deliveries (IOD) and sends proof of delivery (POD) to the **Client** upon request, and handles any complaints related to parcel delivery.

### 2.1. CONTACT DETAILS OF CUSTOMER SERVICE OFFICE:

#### 2.1.1. Contact details of customer service office for Senders

Phone:	+36 29 88 66 70
E-mail:	<a href="mailto:info@glshungary.com">info@glshungary.com</a> , <a href="mailto:meqrendeles@glshungary.com">meqrendeles@glshungary.com</a>

#### 2.1.2. Contact details of the customer service office for addressees

Phone:	+36 29 88 67 00
Mobile:	+36 20 890-0660

Information related to the delivery status of domestic parcels can be requested from the second working day following parcel dispatch, on the <https://glsgroup.com/HU/hu/home> website, using the Track&Trace function, based on the parcel reference number.

## 3. ENQUIRIES, MANAGEMENT OF COMPLAINTS

### 3.1. ENQUIRIES

The **Client** or its representative may make enquiries at the **Customer Service Office** based on the parcel number, and may request the parcel information specified later on (information on delivery, IOD), as well as a delivery certificate (proof of delivery, POD). The Service Provider issues the delivery certificate within the deadline set out in the Privacy Policy.

Delivery certificate copies (POD) may be requested free of charge for up to 5% of the monthly average parcel volume.

The POD is available from the working day following delivery. **GLS Hungary** is entitled to charge a reasonable document-completion fee, if this is justified by the excessive demands for delivery-related certificates. The countersigned consignment note ("Rollkarte POD") or the acknowledged and signed electronic (scanned) receipt replacing it shall qualify as appropriate proof of delivery.

In the event of delivery to a GLS ParcelLocker, only IOD may be requested.

### 3.2. REPORTING A COMPLAINT

Any report in which the complainant states that the service provided by the Service Provider does not, either in part or in its entirety, comply with the statutory regulations or with the terms set out in these General Business Conditions shall be deemed a complaint.

#### 3.2.1. General Rules

Reporting complaints to the service provider

A complaint related to the provision of the postal service can be made using one of the contact details below:

GLS General Logistics Systems Hungary Kft.  
Customer Service (Office)  
Tel.: (+36 29) 88 66 70  
E-mail: [info@glshungary.com](mailto:info@glshungary.com)

The Customer Service Office is available on working days between 7.00 and 18.00.

The Customer Service maintained for addressees is available between 7.00 and 20.00 on working days.

Contact details of Customer Service maintained for addressees: <https://glsgroup.com/HU/hu/kapcsolat/reklamacio>

Complaints must be sent to the above contact details. Complaints by phone can only be made at the time specified on the above website. The **Customer Service Office** receives complaints, ensures that they are investigated and that the relevant corrective measures are taken, and informs the complainant accordingly. If the complaint affects, or may



affect, the Service Provider's liability for damages, it is forwarded to **GLS Hungary's** damage claims administrator for processing.

When reporting a complaint or a claim for damages, or otherwise communicating with the Service Provider, the complainant must avoid the use of obscene, vulgar or other language that is offensive to others. If the complainant does not refrain from the use of offensive language, the Service Provider is entitled to cease communication with the complainant.

Complaints can also be entered in the Customers' Book at **GLS Hungary's** headquarters and delivery depots and at other postal service points.

A complaint may be reported within a maximum of 6 months from the day of dispatch if it concerns the consignment, or within 30 days if it concerns an activity that was found objectionable, but certainly not later than within 6 months following the time that the activity was conducted.

### 3.2.2. Special rules applicable to GLS ParcelShops

Complaints can also be reported to the GLS ParcelShop (performing the dispatch or hand-over). Complaints related to invoicing and invoice-issuing can be reported to the issuer of the invoice.

Complaints and claims for compensation related to the provision of postal services reported to the GLS ParcelShop will be immediately forwarded by the GLS ParcelShop to the Service Provider.

### 3.2.3. Special rules applicable to the <https://ecsomag.hu> platform

Complaints may be lodged with the Service Provider using the form available on the <https://ecsomag.hu> platform. Additionally, complaints may also be lodged with the Service Provider using the contact details set out in section 2.1. For consignments ordered on this platform, consumers may also lodge complaints as set out in section 3.2.4.

### 3.2.4. Additional dispute resolution platform available for online service contracting

Pursuant to the Regulation on Consumer Online Dispute Resolution, in the case of disputes, including financial consumer disputes related to obligations arising from postal service contracts, between consumers with residence in the European Union and service providers established in the European Union, consumers are entitled to use the online dispute resolution platform operated by the European Commission.

The online dispute resolution platform is available here: <http://ec.europa.eu/odr>

Consumers can enter the following email addresses on the dispute resolution platform: [bekeltetesonline@glshungary.com](mailto:bekeltetesonline@glshungary.com) or [info@glshungary.com](mailto:info@glshungary.com)

## 3.3. INVESTIGATION OF THE COMPLAINT BY THE SERVICE PROVIDER

The complaints are registered and the causes of the errors, if any, are eliminated in accordance with the stipulations of the ISO-certified quality management system.

In the case of domestic services and services delivered to Member States of the European Union, the **Customer Service Office** shall investigate complaints and observations within the shortest possible time, but certainly no later than within 30 days of receipt of the complaint. This deadline may be extended once by a further 30 days, provided that the complainant is notified at the time.

The Service Provider shall inform the complainant of the result of the complaint investigation in writing; in the case of domestic services, immediately, and in the case of international services, within fifteen days of receipt of the information from the foreign service provider. If the foreign service provider is late in sending the information, the Service Provider shall not be liable for any delayed response, provided that it has done all within its power to ensure that the data or information to be obtained is made available in due time.

## 3.4. LEGAL REMEDY AGAINST THE COMPLAINT

If the postal service provider fails to answer the complaint within the deadline, or if the answer is not acceptable to the complainant, then the complainant may, within 30 days of receipt of the reply or, if there is no reply, following the expiry of the deadline for replying, contact the National Media and Infocommunications Authority requesting an investigation of the complaint or of the handling of the complaint. The complainant must be informed of this possibility in the reply to the complaint.

## 4. PURPOSE AND GEOGRAPHICAL VALIDITY OF THE GENERAL BUSINESS CONDITIONS: RULES RELATING TO IMPORT PARCELS, THE SERVICES PROVIDED BY GLS HUNGARY

### 4.1. THE GENERAL RULES RELATING TO IMPORT PARCELS (DISPATCHED ABROAD FOR DELIVERY IN HUNGARY) ACCEPTED BY GLS HUNGARY FROM ITS FOREIGN PARTNERS ARE AS FOLLOWS:

- The delivery costs of imported parcels shall always be borne by the sender and **GLS Hungary** shall not invoice a service fee to the addressee.
- There is a contractual relationship between the Sender and the foreign partner of **GLS Hungary**.
- When taking receipt of import parcels, **GLS Hungary** does not check compliance with the requirements relating to the addressing of the parcels, and attempts delivery on the basis of the data displayed on the packaging. In the event of an unsuccessful delivery attempt, **GLS Hungary's** foreign partner receives written notification, and all further steps are taken on the basis of the instructions given by **GLS Hungary's** foreign partner; in the absence of such instructions, on the 10<sup>th</sup> working day following the unsuccessful delivery attempt, **GLS Hungary** redirects the parcel to the Sender.
- In possession of the parcel number, the addressee may modify the delivery address indicated on the parcel, and request delivery of the parcel to a different address.
- The addressee may assert a damage claim if the parcel has been delivered to him or another authorised recipient and the title of ownership of the parcel has thus passed to the addressee, or if the addressee proves that (i) the sender assigned such title to him; or (ii) the parcel was the property of the addressee. **GLS Hungary** is obliged to accept as a certificate the confirmation of a distance contract provided to it, as consumer, by the company

based on the law, in which the full amount paid as consideration in relation to the sale of the product is also specified, and in this case no additional fee is stipulated to be paid by the addressee in relation to the parcel upon delivery. The damage claim will be assessed, in accordance with the terms of the contract concluded between the sender and the foreign partner of **GLS Hungary**, within 30 days from its submission.

- The duration of the investigation of the complaint may be extended once by thirty days, at the same time notifying the complainant.
- The special rules relating to the customs clearing of parcels arriving from abroad are specified in the customs laws. **GLS Hungary** notifies the addressee of the parcels that require customs clearing, and the addressee makes a declaration in writing on the type of customs clearing and agrees to pay the costs related to the customs clearing.
- If the complainant does not accept the amount of compensation determined by GLS, and he is classed as a consumer under the Consumer Protection Act, then he may contact the Arbitration Board with jurisdiction in the area in which he lives or temporarily resides. Contact details of the Arbitration Boards: <http://www.bekeltetes.hu>
- If the complainant does not accept the compensation procedure conducted by GLS, he may contact the National Media and Infocommunications Authority on website [info@nmhh.hu](mailto:info@nmhh.hu) or, if he is classed as a consumer under the Consumer Protection Act, then the Arbitration Board with jurisdiction in the area in which he lives or temporarily resides. Contact details of the Arbitration Boards: <http://www.bekeltetes.hu>

4.2. BASIC SERVICES PROVIDED BY GLS HUNGARY:

- domestic, 24-hour **BusinessParcel** and **BusinessSmallParcel** delivery service (delivery on the day following pick-up, information on the transit time),
- **EuroBusinessParcel** and **EuroBusinessSmallParcel** export parcel delivery to the countries defined in the present General Business Conditions, in cooperation with the GLS Hungary General Logistics Systems network,
- the import of parcels sent by the members of the GLS Hungary General Logistics Systems network to Hungary from the countries defined in the contract, the customs clearance of the parcels in accordance with the addressee's instructions, and delivery of the parcels.
- **GlobalBusinessParcel**
- **GLS eParcel**

**BusinessParcel:**  
A rapid and efficient door-to-door parcel delivery service. Within Hungary, we deliver the parcels, collected from any town or village, during working hours (between 8.00 and 17.00) on the working day after the day of pick-up. The second free delivery attempt will be made at a pre-arranged time, or, failing that, on the 5th working day after the first delivery.

**ExpressParcel:**  
Delivery of urgent parcels to deadline, by noon on the day after the day of pick-up at the latest. Only available in certain towns; a list of these towns is available on the **GLS Hungary** website. In the event of a delay due to an error on the part of the service

provider, the transport fee and the premium charged for the service shall be credited as a lump-sum indemnity.

**BusinessSmallParcel** and **ExpressSmallParcel:**  
Special parcel handling for parcels under 2 kg: separate sorting, carriage in special crates, regular small-parcel specification using the GLS template.

**Domestic parcel forwarding** – In accordance with the request of the Sender, **GLS Hungary** performs the pick-up of the parcels at the location specified by the Client, and the delivery of the parcels, keeping them constantly under its surveillance from pick-up to final delivery. The sender can also keep track of the consignment as well as the information related to the consignment, and the proof of delivery is retrievable at any time (within the limitation period defined in the Privacy Policy). In the event of an unsuccessful delivery attempt, if the addressee or the authorised recipient is not at the delivery address, a notice regarding the arrival of the parcel is left in the addressee's post-box. If this is not possible, the notice is left at the delivery address. In the event of a change of address, **GLS Hungary** also undertakes to **clarify the address** and to deliver the consignment to the clarified address. The service includes the second delivery attempt following an unsuccessful delivery. At the Sender's or the addressee's instruction, the parcel will be delivered to a new address, or to the original address at a different time.

**EuroBusinessParcel** and **EuroBusinessSmallParcel:**  
Reliable, rapid and efficient mainly road-based door-to-door parcel forwarding with advantageous transit times in 47 European countries. The use of this export parcel delivery service varies depending on the contract under which the sender orders it. As such, export parcel delivery is possible to the following countries:

Type of contract	Countries to which an export parcel can be sent
Long-term agreement	EU member states, , Norway, Switzerland, Serbia, Bosnia and Herzegovina, Montenegro, Iceland, Albania, Northern Macedonia, Cyprus, Kosovo, Faroe Islands, Andorra, Gibraltar
Consignments dispatched at a GLS ParcelShop or a GLS ParcelLocker	the following countries in the European Union: <a href="https://csomag.hu/hu/csomagfeladas">https://csomag.hu/hu/csomagfeladas</a> <a href="https://ecsomag.hu/hu/arak">https://ecsomag.hu/hu/arak</a>

The Service Provider is entitled to unilaterally modify the above list, from which it is entitled to remove countries or to add new countries, provided that the Service Provider informs the Clients (senders) of the change at least 15 days before the change takes effect.

The [www.ecsomag.hu](http://www.ecsomag.hu) platform only allows for export parcel deliveries to the European countries specified for the **GLS eParcel** service.

Export parcel forwarding (**international parcel forwarding service**) is performed by the foreign contracted partners of **GLS Hungary**, ensuring that the proof of delivery can be retrieved at any time (within the limitation period defined in the Privacy Policy). With respect to export parcels, the transit time (excluding customs clearance, from the time of pick-up until the consignment arrives at the depot of the target country performing the customs clearance) varies by target country, from 1 to 7 working days following pick-up. The provisions, restrictions or prohibitions valid in the destination countries with respect to the content and addressing of export parcels may differ, and it is the Sender's responsibility to ascertain

whether there is any barrier to the carriage of the given product in the addressee country. The time required for customs clearance varies according to the local regulations, and the related charges are borne by the Client or the addressee. If the addressee does not perform its payment obligation related to customs clearance in the case of an export parcel, **GLS Hungary** will charge these costs to the Client. In the event of a change of address, **GLS Hungary** undertakes to clarify the address and to perform delivery to the clarified address. In certain countries, following the first unsuccessful delivery attempt, the parcel may be delivered to the neighbour without the permission of the addressee, or may be stored at the GLS ParcelShop nearest to the addressee's address (specified delivery address), from where it is to be collected by the addressee himself. If the addressee fails to collect the parcel by the deadline indicated in the relevant notice, the parcel will be returned to the Sender without another delivery attempt. In certain countries, based on the prior written instruction of the addressee, the parcel may also be delivered without signature. The parcels are always delivered in accordance with the regulations applicable in the target country. When investigating complaints related to export parcels, the terms of business valid in the target country shall apply. In relation to the transport of export parcels, in the event it is no longer wished that the consignment should be delivered, then the sender may withdraw the order to convey or deliver the consignment to the addressee. **GLS Hungary** will always forward such requests to the "Partner Country" but cannot guarantee that it will be complied with, so it will not undertake any obligation to return the shipment after accepting it.

The contact details of GLS's foreign partners and the terms and conditions of carriage valid in the given countries are available on the <https://gls-group.eu/EU/en/home> website.

For export parcels, delivery to certain countries is made at an alternative pick-up point, as listed on <https://gls-group.com/HU/hu/home>.

**GLS Hungary** does not undertake customs clearance of products to be returned for temporary export or warranty replacement or repair.

#### *GlobalBusinessParcel*

Transparent and secure parcel dispatch to countries outside the European Union other than those indicated for the *EuroBusinessParcel* and *EuroBusinessSmallParcel*. Following customs clearance, the parcels are forwarded to their addressees by air in the FedEx (IATA Air Cargo Agency) system.

In relation to the transport of export parcels, in the event it is no longer wished that the consignment should be delivered, then the sender may withdraw the order to convey or deliver the consignment to the addressee. **GLS Hungary** will always forward such requests to the "Partner Country" but cannot guarantee that it will be complied with, so it will not undertake any obligation to return the shipment after accepting it.

Prohibitions and restrictions on imports may differ from country to country. In view of Section 2(d) of Government Decree 335/2012 (XII. 4), the **Client** shall be liable to find out whether the country of destination is willing to receive the goods and products to be delivered. In relation to this, the **Client** may also request information by telephone at **GLS Hungary's** Customer Service Office. The Client may view the rules relating to prohibitions and restrictions on imports on the following website:

[<https://www.nav.gov.hu/nav/vam/vaminformaciok>]

**GLS Hungary** does not undertake customs clearance of products to be returned for temporary export or warranty replacement or repair.

In the case of a parcel sent abroad, **GLS Hungary** bears no liability in connection with prohibitions (restrictions) on imports in effect in the country of the addressee and countries participating in the handling. Furthermore, the **Client** is obliged to ascertain that there is no impediment to sending the goods by air.

#### *GLS eParcel*

The service ordered by the Sender on the <https://ecsomag.hu> site, as part of which the Service Provider collects the postal consignment at the pick-up address in Hungary specified by the Sender or – if the Sender so chooses – in the GLS ParcelLocker, and delivers it to the delivery address specified by the sender. The delivery address can be in Hungary as well as 24 other European countries, whose list is available on the <https://ecsomag.hu> site. Given the nature of the service, the rules set out for the *EuroBusinessParcel* and *EuroBusinessSmallParcel* services also apply to the addressing, handling and transport of export parcels. The contact details of the GLS ParcelLockers where the sender may leave the parcel for pick-up are available on the Service Provider's website.

In the case of a service ordered through the <https://ecsomag.hu> website, if the parcel is picked up at a pick-up address in Hungary, the sender can choose the pick-up date, which can be any of the 5 working days after the order is placed. In the case of a successful order placed by the sender by 22.00 on working days, the courier attempts to pick up the parcel on the next working day. An order is successful if payment for the service ordered is received by 22.00 on the given working day. For successful orders placed after 22.00 on a working day, the pick-up time is extended by 1 (one) working day.

In the morning hours of the day of parcel pick-up, **GLS Hungary** informs the sender of the telephone number of the courier picking up the parcel and the expected time of pick-up via SMS, specified as a 3-hour window.

If the sender chooses the option to have the parcel deposited by the sender in the GLS ParcelLocker, or to dispatch it at a GLS ParcelShop, the date of pick-up of the parcel is the date of deposit of the parcel in the GLS ParcelLocker/GLS ParcelShop, of which the Service Provider will inform the sender at the email address provided at the time of ordering, and also by sms in case of a GLS ParcelShop, after depositing in the GLS ParcelLocker or dispatch at the GLS ParcelShop. The sender must deposit or post the parcel no later than 30 days after the order. If the parcel is not picked up within this time, such circumstance shall result in the automatic termination of the GLS eParcel service for that parcel and the contract for the provision of additional services related to it. The Client will receive information about this fact and the settlement process by e-mail.

The sender may only choose one pick-up option per order (pick-up at the address provided by the sender or pick-up at a GLS ParcelLocker/GLS ParcelShop).

#### 4.3. VALUE-ADDED ADDITIONAL SERVICES AVAILABLE TO DOMESTIC CLIENTS/SENDERS:

An additional service is a service additional to the basic service and undertaken in the postal service contract, which is provided

by the Service Provider as part of the postal service on the basis of special instructions by the sender/Client or as part of a postal service package.

In the case of a **long-term agreement**, all additional services set out in this section are available. If the Parties agree on the use of additional services and the content of such additional services in an individual agreement and deviating from the provisions of these GBC, the provisions of the individual contract shall prevail over the provisions of these GBC.

**Additional value-added services available** at GLS ParcelShops:

- **CashService**
- **FlexDeliveryService**
- **FlexDeliveryService** – flexible delivery with optional SMS service
- **ShopDeliveryService**

**Additional services available on the <https://ecsomag.hu> website for an extra charge:**

- **CashService** (which also includes **BankCardService**)
- **FlexDeliveryService**
- **FlexDeliveryService** – flexible delivery with optional SMS service

The overview table of the additional services available for the various contracts and, in the case of long-term contracts, the method of ordering such additional services, is contained in Annex no. 2.

#### **ContactlessDelivery Service**

Contactless delivery – This service shall not be used unless the applicable legislation permits the use of contactless delivery. The service shall be ordered either by the **Client** (sender) or the **Addressee**. Orders must be placed in writing by email or through Delivery Manager, the interface for the management of parcels ordered via the **FlexDeliveryService**.

During contactless delivery, the addressee does not place a signature in the technical device (scanner) that records the signature, instead the courier records the recipient's name, while the service code (CLD) is displayed in the signature field. Until proven otherwise, the addressee / other authorised recipient shall be deemed to have acknowledged the undamaged receipt of the parcel, and thus neither the addressee, nor the sender will subsequently claim damages in connection with the receipt of the parcel, especially on grounds of lack of signature.

In the case of this service, those provisions set out in these General Business Conditions, which apply to the fact that the parcels may only be delivered to the addressee / other authorised recipient in exchange for a signature, may not be applied mutatis mutandis.

#### **Guaranteed24Service**

Guaranteed next-day delivery – with this service **GLS Hungary** undertakes to ensure delivery on the working day following pick-up, with a money-back guarantee. If this deadline is not met through the fault of **GLS Hungary**, then **GLS Hungary** will refund twice the service fee, as well as the transport fee. It shall not be classified as late delivery if delivery of the parcel within the deadline was unsuccessful because, at the time of the delivery attempt, the addressee or another authorised recipient was not available at the place indicated in the address, the sending took place with deficient data, the address was erroneous, deficient or incomplete, the addressee refused to take delivery, or a force majeure event occurred.

Force majeure events are extraordinary, unpreventable events occurring through no fault of GLS, such as a natural disaster, extraordinary natural event or freak weather, war, revolution,

blockade, export-import ban, industrial action outside its sphere of interest, fire, flood, epidemic, quarantine, transport embargo and all other circumstance not listed herein that GLS is incapable of preventing and foreseeing, and for which GLS cannot be held responsible. Any circumstance resulting in the restriction of transport for a period of more than 2 hours, or measures by authorities entailing the evacuation of GLS facilities lasting for more than 1 hour, shall also constitute force majeure.

The service is not available for parcels forwarded in the context of other export trade.

#### **Pick&ReturnService**

Pick-up and Return

GLS Hungary, on the instructions of its contracted partner, collects the parcel on the specified working day and location and delivers it to the Client anywhere in Hungary. In the case of failed pick-up, GLS will make a repeated attempt to pick up the parcel within 5 (five) working days; if the parcel pick-up fails again, the order will be cancelled. In the case of pick-up in Hungary, and instructions received by 22.00 on working days will be fulfilled on the following working day. The performance deadline for instructions registered after 22.00 will be extended by 1 working day. For collections from a location abroad, this deadline is 16.00.

#### **Pick&ShipService**

Pick-up and Shipping

GLS Hungary, on the instructions of its contracted partner, collects the parcel on the specified working day and location and delivers it to any specified address in Hungary. In the case of failed pick-up, GLS will make a repeated attempt to pick up the parcel within 5 working days; if the parcel pick-up fails again, the order will be cancelled. In the case of pick-up in Hungary, and instructions received by 22.00 on working days will be fulfilled on the following working day. The performance deadline for instructions registered after 22.00 will be extended by 1 working day. For collections from a location abroad, this deadline is 16.00.

The above provision does not apply to parcels posted in a GLS ParcelLocker with a status unknown to the system.

#### **CashService** - Cash-on-delivery (COD)

##### **General Rules:**

Cash on delivery (COD) is an additional service supplementing the basic service, in the context of which the Service Provider delivers the postal consignment after collecting the cash amount specified by the sender and, on behalf of the addressee, sends the collected amount to the sender within the framework of a payment service as defined in Section 6(1) of the Credit Institutions Act.

**The COD amount per parcel may not exceed HUF 500,000.**

**GLS Hungary** only accepts the provision of an individual bank account number per parcel by the Client/sender for the transfer of the collected COD amount if such bank account number is held with a domestic financial institution.

**GLS Hungary** reserves the right to pass on the additional costs resulting from the transaction duty. **GLS Hungary** reserves the right to apply the rounding rules under Act III of 2008.

##### **Special rules applicable to long-term agreements**

The settlement and transfer, to the bank account number indicated on the Client's company registration certificate, of the

cash taken upon delivery takes place automatically at least twice a week; the additional fee for the service includes the cost of the bank transfer within the given country. The fee for the service is also charged in the event of an unsuccessful attempt to hand over the parcel. In the case of an export consignment, if the Client has a current account in the destination country, kept in the currency of the destination country (e.g. a EUR account in Slovakia, a CZK account in the Czech Republic, a PLN account in Poland, a RON account in Romania, a EUR account in Slovenia, or a HRK account kept in Croatia), then the COD amount will be paid to this current account. If the Client does not specify such a current account for COD transfers, then the additional costs related to the transfer shall be borne by the Client.

*Special rules applicable to consignments dispatched at a GLS ParcelShop*

COD collection takes place on the basis of a compliant, written order by the **Sender**, only in the case of parcels sent to a domestic address.

**GLS Hungary** transfers the collected COD amounts to the bank account number indicated by the **Sender** on the parcel dispatch form. The **GLS ParcelShop** only accepts COD orders that have been filled out appropriately with no omissions. **GLS Hungary** bears full liability for the COD amounts collected. The fee for the service is also charged in the event of an unsuccessful attempt to hand over the parcel.

*Special rules applicable to the service ordered through the <https://ecsomag.hu> platform*

In addition to the basic service (GLS eParcel) ordered via the <https://ecsomag.hu> website, the sender can also order a COD service for parcels delivered domestically. Cash on delivery is collected by the Service Provider in cash or by bank card and, as such, in the case of the service ordered here, **CashService** and **BankCardService** represent one service, therefore, the sender does not have to order **BankCardService** separately.

**BankCardService** - Bank card payment

#### *General Rules*

A type of COD collection service, where the COD amount can also be paid by the addressee with a bank card.

The rules set out under General Rules for the **CashService** are also applicable to the maximum COD amount that may be collected, to the rules of rounding and to the provision of the bank account number for COD transfer.

*Special rules applicable to long-term agreements*

This service may only be ordered by the Client together with the **CashService**, and is only available for domestic parcel deliveries and export parcel deliveries to Slovakia, Slovenia and the Czech Republic. In the case of export parcel deliveries, the service can only be ordered jointly for the three countries, that is, in such a way that the Client uses it in each of the three countries mentioned above. The bank card payment takes place using mobile terminals operated by the couriers. Payment may be made using a credit card or debit card. The following card types are accepted: MasterCard, Maestro, Visa, American Express.

*Special rules applicable to the service ordered through the <https://ecsomag.hu> platform*

The rules specified for **CashService** are applicable.

*Special rules applicable to GLS ParcelLocker*

In the case of COD parcels delivered through a GLS ParcelLocker, the COD amounts may only be paid via a bank card terminal. The parcel may only be collected after the COD amount has been paid.

The cash on delivery amounts paid via the POS terminal shall be forwarded by **GLS Hungary** to the **Client/Sender** following their crediting on the account of **GLS Hungary**.

#### **ExchangeService**

Parcel exchange – **GLS Hungary** picks up an exchange parcel upon the delivery of parcels in respect of which the service has been ordered.

#### **AddresseeOnlyService**

For confidential consignments – Through the ordering of this service, the Sender can specify the person who will be receiving the parcel. Delivery of the parcel takes place against presentation of an official photo ID certifying personal identity by the designated recipient. The number of the identity document is recorded electronically at the time of delivery.

#### **ScheduledDeliveryService**

Scheduled delivery – By ordering this service, the Sender can specify a minimum 2-hour interval during which GLS Hungary should deliver the parcel on the day following pick-up, which may be at any time between 8.00 and 20.00. The service is only available in the towns and settlements indicated in the GLS customer systems.

#### **DayDefiniteService**

Delivery on a specified day – Through the ordering of this service, the Sender can specify in advance the working day on which **GLS Hungary** should deliver the parcel, within five working days from the day of pick-up. The service may be ordered using the GLS Connect software and via the GLS Online platform.

#### **LateCollectionService**

Late collection – Through the ordering of this service, **GLS Hungary** undertakes the regular pick-up of parcels outside of working hours as well, and may be used in the case of a pre-determined and agreed parcel volume.

#### **DocumentReturnService**

Document management – A solution for situations where special shipping documents accompanying the parcel need to be certified with the addressee, and then returned to the Sender.

The rules of section 16 on damage incidents are not applicable in respect of this service.

In the case of specified supermarkets, the return of the delivery note or other documents certifying the receipt of goods will only be performed if the **ItemisedDeliveryService** is ordered.

#### **ItemisedDeliveryService**

Itemised delivery – Based on a prior agreement **GLS Hungary** performs the itemised delivery of goods in specified supermarkets, and returns the confirmed delivery note to the Sender. **GLS Hungary** provides this service through a separate organisation; the driver does not hand over goods in an itemised fashion.

GLS Hungary is entitled to decide whether or not to apply itemised delivery in a given case. In the event that itemised delivery is not possible for any reason, **GLS Hungary** delivers the parcels to the given address without itemised delivery. In such cases, the fee for additional service charged for itemised delivery is not invoiced. In cases where **GLS Hungary** is only able to deliver parcels through an itemised handover process,

it does not notify its customers separately with regard to the necessity or its conducting of the delivery in this manner. The fee for itemised delivery is paid by the **Client**. In the case of certain supermarkets, GLS only undertakes delivery as a part of this service, irrespective of whether the ItemisedDeliveryService is ordered.

**GLS Hungary** will automatically consider the service to have been ordered whenever the **Client** sends a parcel to one of these supermarkets. The fee for the service will automatically be charged in such cases. An up-to-date list of the supermarkets is accessible via <https://gls-group.com/HU/hu/home>.

The rules of section 16 on damage incidents are not applicable in respect of this service.

#### **DisplayService**

Display service – A service designed to complement and add a layer of reliability to the parcel delivery service. In accordance with the Clients' instruction, **GLS Hungary** performs an itemised delivery of the goods and/or places them directly onto the store shelves, and returns the certified proof of delivery to the Sender. (Only in supermarkets.)

The rules of section 16 on damage incidents are not applicable in respect of this service.

#### **StandbyService**

Addressee collects – The addressee can pick up the parcel at the depot based on prior agreement. The contact details for the depots can be found on <https://gls-group.com/HU/hu/home>.

#### **SaturdayService**

Saturday delivery – If this service is ordered, parcels dispatched on Friday (only and exclusively in Budapest) are delivered on Saturday by **GLS Hungary**.

#### **DeclaredValueInsuranceService**

The value declaration service defined in Section 2(8) of Act CLIX of 2012 on Postal Services, based on which, in connection with the parcel, **GLS Hungary** undertakes liability for compensation in respect of its contractual performance of the service in the event of the loss, destruction, partial or complete damage of the consignment, up to the amount declared at the time of submitting the parcel for sending. The DeclaredValueInsuranceService may be used on an ad-hoc basis, separately for each parcel, against payment of the transport fee and the service fee.

The maximum amount of declared-value insurance service is HUF 500,000 in the case of domestic parcels, and HUF 200,000 in the case of export parcels.

If the sender states in the value declaration an amount that is higher than the actual commercial value, then instead of the amount stated in the value declaration the actual commercial value of the parcel's contents, and if the amount stated in the value declaration is lower than the actual commercial value then the amount stated in the value declaration, must be used as the basis for calculation of the fixed-amount compensation. If the value-declared parcel is destroyed or is completely or partially lost or damaged, **GLS Hungary** shall be obliged to pay fixed-amount compensation in accordance with the following:

a) in the event of the destruction or total loss of the parcel, the amount of the fixed-amount compensation shall be the value stated in the value declaration,

b) in the event of the partial loss or damage of the parcel, the fixed-amount compensation shall be proportionate to the amount stated in the value declaration in the same ratio as the proportion of the damage to the total value of the consignment.

#### **ShopReturnService**

Return service at GLS ParcelShops or GLS ParcelLockers – Where the service is ordered by the Sender/Client, if the Addressee wishes to return the ordered goods, they may initiate the return of their parcel free of charge at a GLS ParcelShop or GLS ParcelLocker of their choice, using the return label provided by the Sender/Client when the parcel was delivered to the Addressee.

The service can be ordered by the Sender/Client in their MyGLS account at the time of dispatching the parcel; it is not possible to order this service subsequently.

#### **SMSService**

Short text message notification. On the instruction of the **Client**, **GLS Hungary** sends an SMS text message informing the addressee that the parcel is ready for sending. This message, however, does not guarantee submission of the parcel to **GLS Hungary**. Text messages shall be worded by the **Client**, and may include the parcel's identification number and the amount that will be payable upon delivery. The telephone number of **GLS Hungary's** Customer Service maintained for addressees is automatically added to the end of the text message. The messages may be no longer than 160 characters.

#### **PreadviceService**

In the morning hours on the day of delivery, **GLS Hungary** sends a short text message informing the addressee of the estimated time of delivery. The text message contains the identification number of the parcel, the estimated time of delivery (with 95% accuracy) specified as a 3-hour window, and the telephone number of the **GLS Hungary** courier performing the delivery.

#### **FlexDeliveryService – Flexible delivery**

If this service is ordered, **GLS Hungary** makes up to 3 attempts to deliver the parcels to the addressees (in Hungary and as well as in the Czech Republic, Croatia, Slovakia, Slovenia and Romania) and offers six alternative means of delivery. At first notification following dispatch, the addressee, taking all storage deadlines into account, may use the online platform to either request delivery at another time, specify a new address for delivery, ask that the parcel be delivered to a ParcelShop or GLS ParcelLocker of his or her choice, opt to collect it in person from one of **GLS Hungary's** depots, or refuse to accept the parcel. If no instructions are given, in Hungary the parcel will automatically be delivered on the first, fourth and sixth days following dispatch. The information sent by email or SMS in connection with this service sets out the expected delivery time with 95-percent accuracy.

In addition to the above, the **FlexDeliveryService** can also be used in countries listed in the description of this service on the <https://gls-group.com/HU/hu/rendszeres-csomagfeladas/szallitas-menete/szolgalatasok> website, with the proviso that the content of the service may vary by country. The detailed rules, such as the exact content of the **FlexDeliveryService** in the given country, are set out in the General Business Conditions of the country concerned, which are available on the <https://gls-group.eu/GROUP/en/home> page, on the country page after selecting the given country.

Information related to the service as well as a list of the available countries is published on the <https://gls-group.com/HU/hu/home> website.

The service must be ordered at the same time as the basic service as per the following:

Type of contract	Method of ordering
------------------	--------------------

Long-term agreement	for all parcels or on an ad-hoc basis, via the GLS customer systems interface
Consignments dispatched at a GLS ParcelShop	when dispatching the consignment at the GLS ParcelShop
Service ordered through the <a href="https://ecsomag.hu">https://ecsomag.hu</a> site	when placing your order, together with the GLS eParcel on the <a href="https://ecsomag.hu">https://ecsomag.hu</a> platform

For consignments dispatched at a GLS ParcelShop or services ordered through the <https://ecsomag.hu> site, after having ordered the basic service, no additional services can be ordered subsequently for a consignment that has already been dispatched.

**FlexDeliveryService** – flexible delivery with optional SMS service

Beyond the **FlexDeliveryService**, the service also includes SMS notification of the addressee in addition to email notification. The rules specified for the **FlexDeliveryService** also apply to this service.

#### ShopDeliveryService

If this service is ordered, the first delivery may be requested to a GLS ParcelShop or GLS ParcelLocker in Hungary and in a number of Eastern European countries (Slovakia, Slovenia, the Czech Republic, Romania and Croatia). GLS will notify the addressee in a text message and email that their parcel has arrived at the GLS ParcelShop. When collecting the parcel, the addressee must present an official document certifying their identity, and must also quote the parcel number. When placing the order, it is advisable to designate several persons as authorised to collect the parcel. More information and downloadable resources are available via [www.csomag.hu](http://www.csomag.hu).

Parcels sent using the ShopDelivery Service may only be delivered to the ParcelShop selected by the **Client** or the specified GLS ParcelLocker, but not to the addressee's address.

#### Delivery to a GLS ParcelLocker

Delivery to a GLS ParcelLocker is possible in the following cases

- where the **Client/sender** has ordered **ShopDelivery** or **FlexDelivery service**, or this method of delivery has been selected by the addressee as a **FlexDelivery** option or
- 
- the service is ordered thus via the website <https://ecsomag.hu>.

The maximum dimensions of parcels that can be placed in GLS ParcelLockers are set out in section 8 of these GBC.

The detailed rules for delivery to GLS ParcelLockers are set out in section 7 of these GBC.

#### Delivery to a GLS ParcelShop

If the **FlexDeliveryService** is used, delivery to the GLS ParcelShop is also possible, based on the Addressee's instructions. In the case of a **ShopDeliveryService**, delivery will be made to the GLS ParcelShop right from the start. In the GLS ParcelShop, parcels are handed over once the identity of the

addressee or the person authorised by the addressee has been verified with a photo ID, the parcel number has been quoted, and the delivery document (ParcelShop Rollkarte) has been signed.

Parcels that have been handed over to the GLS ParcelShop operator after one failed delivery attempt, or the delivery address of which is the GLS ParcelShop, are stored and handed over to the Addressee by the operator of the GLS ParcelShop.

#### Contact Service

The pre-notification of addressees by telephone. Within the hour preceding the planned delivery time of the parcel, the GLS courier calls the addressee and informs them of the expected time of delivery. The call is for information purposes only, and there is no opportunity to arrange a different time for delivery.

#### HazardousGoods Service

Based on separate written agreement, the inland shipping of dangerous goods that fall under the effect of the ADR and belong to a specified category may only be conducted in "excepted" or "limited" quantities.

Shipping of dangerous goods with exemptions (except for ADR 1.1.3.6), which means that in the case of shipments as per section 1.1.3 of the ADR, only some of the provisions need be observed.

#### 5. PARCELS, PARCEL LABELS, PACKAGING, ADDRESSING, SEALING

The careful and proficient packaging of goods ensures that the dispatched parcel is suitable for mechanical parcel handling, loading, and efficient public-road transportation, and thus that the goods may be delivered to the respective address without damage. **GLS Hungary** only assumes responsibility, in particular, liability for damages, for properly packaged and addressed consignments.

- Since parcels are handled within the **GLS Hungary** system based on industrial-type technology, parcels that are not suitable for handling by way of the industrial-type technology used in parcel forwarding may not be dispatched. In all cases the packing must ensure protection for the quality and integrity of the contents, and that no person may access the contents without damaging the packaging. The packaging must also ensure that the contents of the parcel remain undamaged during transport and do not cause damage to the life, health or physical integrity of individuals or to any other items or parcels. The packaging must be strong enough to preserve the integrity of the consignment in the event of contact with other parcels (e.g. stacking) and to withstand the physical effects of industrial technology (rotation, roller feed, fall from a height of 1 m, etc.) and dynamic stresses (e.g. drop, high impact). The following conditions must also be met during packaging:
  - Only fully sealed parcels may be dispatched.
  - Parcels loaded on a pallet or in a wooden crate may not be dispatched.
  - The appropriate packaging, in every case, means both the external and internal packaging together, where the external packaging is a 5-ply cardboard box or equivalent shape-retaining packaging material.
  - Parcels with long, sharp protrusions are not suitable for parcel shipment.
  - Boxes must be utilised optimally; assuring the appropriate size and quality of the packaging material, and filling out

the entire package, should protect the goods from damage. When the product or several products are packed in one box, the products must be packed in such a way that they do not move inside the parcel, and they do not touch or come into direct contact with the walls of the box. In the case of several products, care must be taken to ensure that adequate dividers and space-fillers are placed inside the parcel to prevent damage.

- For fragile products and products that are less resistant to dynamic stress (e.g. granite, porcelain, glass, castings, mirrors, etc.), the product must be surrounded by styrofoam or some other lining or filling material and only 5-ply dimensionally stable cardboard boxes are acceptable as outer packaging. Writing the word "Fragile" on the box warns people to be careful, but does not protect the goods.
- Electronic devices and other products recalled for repair should be dispatched in their original, complete packaging, with appropriate padding in the case of the pick-up (Pick&Ship) service or the pick-up and exchange (Pick&Return) service.
- Glass bottles and flasks placed in parcels must be protected from each other and from the top and bottom by a protective layer, and suitable partitioning and filling materials must be used.
- Irregularly-shaped goods that are difficult to package must also be protected within the shrink-wrapping itself, using another type of packaging.
- Cardboard boxes should be sealed on all sides with adhesive tape that has the Sender's company logo on it, if at all possible.
- Boxes that are strapped, glued or shrink-wrapped together are unacceptable, as the packaging may fall apart and only parcel units identified with a label will arrive at the destination point.
- The bag containing the address label, the parcel ticket and the delivery note, as well as the stickers used for identifying special services, must be attached to the largest side of the parcel.
- If several parcels are dispatched to the same address, the stickers indicating the use of any special services must be affixed to each of the parcels.
- If the Cash-Service is ordered, the full amount to be collected must be indicated in a consistent manner either on the Cash-Service list or by sending the data electronically, as well as on the consignment itself, using a standard **GLS Hungary** sticker. (If more than one parcel is dispatched, the Cash-Service sticker must be attached to each parcel, indicating the amount to be collected.) In the case of an incorrect or inadequately made-out order, **GLS Hungary** will attempt to clarify the data by contacting the customer.
- The carriage of dangerous goods packed in Excepted or Limited quantities is only performed based on a prior written agreement relating to products that enjoy exemption based on chapters 3.4 and 3.5 of the ADR. **GLS Hungary** does not check the contents of the parcels. The **Client** (sender) is obliged to check whether any of the cited ADR exemptions are valid in respect of the contents of the parcel handed over. The exemption relating to carriage is not valid in the absence of prior written notification by the Client (sender), and in such cases **GLS Hungary** shall classify the parcel as dangerous goods subject to the ADR, and suspend its carriage. The **Client** (sender) bears full financial liability towards **GLS Hungary**, if the Client has made an incomplete or erroneous declaration on exemption from the rules on dangerous goods. The **Client** (sender) shall bear the totality of damage claims, authority fines and penalties

resulting from an incomplete or erroneous declaration by the **Client** (sender).

- If a product that is not subject to the ADR is packaged in packaging material that bears markings relating to the ADR, the markings relating to the ADR must be removed. If the markings relating to the ADR are not removed, then based on the markings that remain on the packaging, **GLS Hungary** may decide to refuse to accept the consignment or refuse or suspend delivery.
- The packaging of goods that are subject to the ADR must also comply with the applicable requirements of the ADR.
- Tyres may be transported in shrink-wrapped form. One unit may not consist of more than 2 tyres. The tyres must be wrapped and secured in such a way as to ensure that the tyres are kept together during transport and loading and the parcel label is properly placed.
- Sheets of particle board must be packaged in 5-ply cardboard with edge and corner protection.
- **GLS Hungary** does not undertake the handling of products that require temperature control, and therefore the packaging must be such as to ensure the integrity of the contents between -25°C and +65°C.

If the packaging clearly does not comply with the above requirements, then **GLS Hungary** is obliged to refuse acceptance of the parcels.

**GLS Hungary** considers products packed in buckets or cans as well as those that cannot be moved on roller conveyors to be incompatible with the system. **GLS Hungary** charges a premium for handling these types of parcels, on the grounds of inadequate packaging.

Since **GLS Hungary** considers it essential to protect shipments from damage, packaging advice may be requested by GLS Hungary customers free of charge, through the Customer Service Office.

A "Fragile" label in no way exempts the Sender from the obligation to package the goods appropriately in keeping with their nature; it does not protect the goods!

**GLS Hungary** provides, for the identification of parcels, self-adhesive labels furnished with an individual bar code, otherwise known as parcel labels, free of charge. As well as the address data, the parcel label also contains the parcel's individual identification number. GLS Parcel Labels may be generated via the GLS Customer Systems platforms as well as using the GLS API. The **Client** shall be liable for the secure use of the parcel labels and the parcel number series and for using these in accordance with the instructions of the Service Provider, as well as for the secure storage of user identifiers and passwords provided to the Client and for ensuring that no unauthorised persons gain access. The Client understands that only one parcel can be posted with one identification number, even in cases where the parcels have been registered with different delivery data. In addition, the Client is responsible for ensuring that the rules regarding packaging and addressing are fully complied with in the case of the parcel to be delivered, and that only one label is affixed to one parcel. The Client is responsible for paying the transportation costs of the parcels sent using the parcel labels that have been provided to them.

**In the case of dispatch at a GLS ParcelShop** the Sender is obliged to attach to, or enclose with, every parcel the documents approved by **GLS Hungary**, and which have been appropriately filled out without any omissions. The Sender is liable for any errors resulting from an omission or an incorrect addressing (e.g. post office box).



The Sender must specify the following information on the GLS parcel label:

*Addressee field:*

- name of addressee
- delivery country
- postal code, town
- street, house number, floor, door number
- addressee's (mobile) telephone number

*Sender:*

- name of sender
- postal code, town
- street, house number, floor, door number
- telephone number of sender (may be provided for the purpose of requesting assistance in the event of any obstacle to delivery)

## 6. COLLECTION OF PARCELS

### 6.1. GENERAL RULES

**GLS Hungary** picks up parcels in line with the provisions of this section.

- When the dispatch of parcels is ordered on the basis of a contract between the Service Provider and the Client or on an ad hoc basis, the option to select the time interval for picking up the parcel is indicative only. Service Provider shall assume no liability for any damage resulting from the above.
- Parcels for dispatch are accepted by either the receiving driver or the receiving parcel depot employee, against a **Pick-up Receipt** (also stamped or signed by the driver), which serves only to confirm the number of parcels accepted. Whether the check on the number of parcels has been carried out or not is recorded on the pick-up receipt. The sender is obliged to keep the pick-up receipt and, in the case of a complaint, it must certify delivery of the parcels to **GLS Hungary** based on the pick-up receipt. The acceptance and itemised registration (APL scanning) of the parcels may take place at the **Client's** premises, in the **GLS Hungary** Depot and in **GLS Hungary's** central sorting plant.
- When accepting parcels, **GLS Hungary** does not check the adequacy of packages, including in particular the adequacy of the inner packaging, the contents of the packages (including whether or not they contain products that are excluded) and the adequacy of the addressing.
- **GLS Hungary** will refuse to accept parcels in cases clearly evident at the time of acceptance.

### 6.2. SPECIAL RULES APPLICABLE TO LONG-TERM AGREEMENTS

Parcels shall be collected – unless otherwise specified by the Parties – at the **Client's** premises. The **Clients** may – based on a separate agreement – also dispatch their parcels, provided with parcel labels and address labels, at the drop-off point ("I-punkt") of the parcel sorting plant that operates at the **GLS Hungary** headquarters, at pre-arranged times, with deliveries scheduled for the next working day. In this case the parcels are placed on the conveyor line by the **Client's** driver. The one-off sending of a consignment must be indicated by calling GLS's Customer Service Office on +36-29/886-670 on the day before pick-up, or by 9 am on the day of pick-up.

The **Client** may use the following documents for the identification of dispatched parcels:

- second copy of the parcel label,
- parcel number mini sticker (self-adhesive, detachable from the parcel ticket in 2 copies),
- in the case of parcel labels generated in the Client's own system, the computer data file in the format agreed with **GLS Hungary**.

The address marked on the parcel or on the parcel label must contain at least the following data in Arabic numerals (0-9) and Latin-script letters (A-Z):

- name of the addressee,
- destination of the parcel (name of town or village), postal code,
- name of street, house number, floor, door number,
- in the case of an export parcel, the destination country.

**GLS Hungary** undertakes to settle accounts with the **Client** based on the number of dispatched parcels, although occasional, item-by-item reconciliations are carried out based on the **Client's** parcel-number records.

If so agreed between the parties, **GLS Hungary** may also provide parcel data via a computer system.

In the case of a Client who, under a separate agreement, carries out dispatch using container delivery, the rules on consignment pick-up apply, supplemented with the following provisions.

The Client is responsible:

- for maintaining the condition of the container during its storage at its site or other premises owned by the same,
- for the loss of the container,
- for the loading of the container and for compensation for any damage to the parcels incurred in connection therewith.

After loading the parcels to be delivered into the container, the **Client** is responsible for closing – sealing – the container. The **Client** shall be liable for any damage resulting from the non-performance or improper performance of this obligation.

### 6.3. SPECIAL RULES APPLICABLE TO CONSIGNMENTS DISPATCHED AT A GLS PARCELSHOP

The parcels are picked up from the GLS ParcelShop by GLS Hungary's subcontractors, and the acceptance of the parcels at the GLS ParcelShop parcel acceptance points, is confirmed on a confirmation of receipt issued by **GLS Hungary**. The consignments dispatched at the GLS ParcelShop will be forwarded by **GLS Hungary** by the advertised cut-off times. The advertised cut-off times are available on the <https://www.csomag.hu/csomagpont-kereso> website as well. **GLS Hungary** seeks to ensure that the parcels dispatched within this time limit are delivered in Hungary and Slovakia on the next working day, either door-to-door or to a GLS ParcelShop or a GLS ParcelLocker, although this is not a time-guaranteed service, only an informative statement. In the case of other export parcels, the specified delivery times are intended as an approximate guide only. The cut-off time for forwarding indicated at the GLS ParcelShop is indicative only.

Export parcel delivery within the European Union for parcels dispatched at a GLS ParcelShop is possible to the countries listed on the <https://gls-group.eu/HU/hu/vallalat/hirek> page.

### 6.4. SPECIAL RULES APPLICABLE TO SERVICES ORDERED VIA THE <https://ecsomag.hu> PLATFORM

For services ordered through the <https://ecsomag.hu> site parcels may be picked up in two ways:

- a) the courier picks up the parcel at the address in Hungary indicated by the Sender, or
- b) the Sender places the parcel personally in a GLS ParcelLocker or a GLS ParcelShop, after the order has been placed.

The terms of consignment pick-up are as follows:

- Only sealed consignments may be handed over to the courier or deposited at a GLS ParcelLocker or a GLS ParcelShop.
- The packaging and the addressing of the parcel and, considering the provisions of the next section, the placement of the parcel label shall comply with the provisions of these GBC, and, in particular, with sections 5 and 12 of these GBC.
- In the case of label-free parcel posting, the provisions of this section apply to the placement of the parcel label.
- Otherwise, the provisions set out in the General Rules apply to parcel pick-up.

The time of parcel pick-up is detailed in the section on the GLS eParcel service.

If the parcel is picked up by the courier at the pick-up address provided by the sender, the courier will provide the parcel label to the sender and the sender will affix it to the parcel.

If the sender places the parcel in the GLS ParcelLocker personally, the sender is obliged to write the dispatch and address details on the packaging in a visible place. The compartment can be opened and the parcel can be deposited according to the order by scanning the bar code found in the message received at the e-mail address indicated in the order, or by entering the parcel ID. The courier handling the GLS ParcelLocker places the label on the consignment when the parcel is removed from the GLS ParcelLocker. If the sender does not comply with the rules for label-free shipping written in this section, and because of this the sender, addressee and address of the addressee cannot be identified, the Service Provider's responsibility extends to the fact that in the case of an obvious discrepancy, it must check and clarify the reason for the discrepancy with the sender according to these General Business Conditions; however, it is not responsible for damages or claims resulting from the sender's non-compliance with the rules for label-free parcel shipping arising from these General Business Conditions.

If the sender places the parcel in the GLS ParcelShop personally, the Service Provider will send the parcel label to the sender by email after the order has been placed. The Service Provider will provide the sender with labels sufficient for the number of parcels ordered by the sender for delivery. The sender is obliged to ensure that the parcel label is printed out and placed in a clearly visible place on the parcel. The sender is also responsible for ensuring that the correct label (matching the destination) is affixed to each parcel and that not more than one parcel label is affixed to each parcel. If the sender fails to comply with these requirements, the Service Provider shall not be liable for any resulting damage or delay.

When the parcel is placed in the GLS ParcelLocker the sender scans the bar code sent by e-mail or has the option to type the parcel ID, based on which the system checks whether a consignment with the given parcel number is already registered with the Service Provider (that is, provided with APL scanning), and also whether the GLS eParcel has been ordered with pick-up from a GLS ParcelLocker. If the given parcel meets the conditions written in the previous sentence, the smallest

available compartment of the GLS ParcelLocker will be opened, in which the sender can place the parcel. If the parcel cannot be placed in that specific compartment due to its size, the sender must close the compartment and choose another, larger, compartment in which to place the parcel. Each compartment of the GLS ParcelLocker can accommodate only one consignment of the correct size and packaging. If the sender wants to send several parcels to one addressee, the sender must send the parcels individually so that only one parcel is placed in a compartment, and also so that it complies with the rules regarding packaging specified in these General Business Conditions. If the sender has successfully deposited the parcel in the GLS ParcelLocker, the sender must close the compartment, and at the same time declare via the GLS ParcelLocker user interface whether the parcel has actually been deposited. In case of false or incorrect declarations, the sender is obliged to contact the Customer Service Office immediately. In the event of failure to do so, the Service Provider shall not be held liable for the untruthfulness of the sender's declaration.

If, at the time of picking up the parcel, there is no free compartment in the GLS ParcelLocker or no free compartment that matches the size of the parcel, it is the sender's obligation to arrange to take the parcel to another GLS ParcelLocker for pick-up. If, due to the size of the parcel to be sent, it cannot be deposited in the GLS ParcelLocker, the sender can inquire about further actions from the Service Provider's Customer Service Office or initiate a cancellation of the postal service contract in accordance with point 17.1.3 of these regulations. In the case of ordering pick-up in a GLS ParcelLocker for a service ordered on the website <https://ecsomag.hu>, the parcel cannot be posted automatically in a GLS ParcelShop. If the sender deposits a parcel that exceeds the maximum size that can be deposited in the GLS ParcelLocker in such a way that the parcel is deposited by compressing it or using disproportionate force, and as a result the parcel gets stuck in the given compartment, it cannot be removed from it using the normal removal method, the Service Provider does not assume any kind of responsibility in relation to the consignment.

Parcels can be posted at a GLS ParcelShop during the opening hours of that GLS ParcelShop. The label sent by the Service Provider and printed by the Sender shall be affixed to the parcel. When dispatching a parcel at a GLS ParcelShop, the Service Provider will accept the parcel for delivery after checking and registering the parcel label. The general rules and the special rules applicable to parcels dispatched at GLS ParcelShops shall apply to other matters related to dispatching at GLS ParcelShops.

The Service Provider draws the attention of the sender to the fact that, if the sender does not deposit the GLS eParcel in the GLS ParcelLocker or dispatch it at a GLS ParcelShop but it is entered into the Service Provider's system by other means, it may happen that this parcel will have the same parcel number as the GLS eParcel, i.e. two parcels will be listed in the Service Provider's system under the same parcel number. In such a case, the Service Provider may not be able to meet the agreed delivery deadline, due to the need to verify the precise status of the parcel.

The Service Provider delivers parcels from the GLS ParcelLocker during a specific interval on working days. A parcel placed by the Sender before 22:00 on working days will be picked up from GLS ParcelLocker on the following working day after being labeled. The Service Provider draws the sender's attention to the fact that, the deadline for picking up from GLS ParcelLocker on a public holiday is a different, longer time from the above.

After depositing the parcel, the courier picks it up from the GLS ParcelLocker and delivers it. If the addressing of the packaging and the depositing of the parcels were not done in accordance with the provisions of these General Business Conditions, the Service Provider shall proceed as follows:

If there is only one parcel in a given compartment of the GLS ParcelLocker, but it is not addressed according to these General Business Conditions, the courier is entitled to stick the parcel label on the parcel.

If there is a discrepancy between the parcel(s) deposited in the GLS ParcelLocker and the exact delivery address (including the addressee's name and address details), as a result of which the courier cannot identify the parcel exactly, the procedure contained in this section shall apply.

Such cases include:

- a) if there are several unaddressed parcels in the GLS ParcelLocker or in one of its compartments;
- b) if there are several parcels in one compartment of the GLS ParcelLocker or
- c) if there is a discrepancy between the addressing on the parcel and the addressing in the Service Provider's system.

In the above cases, the courier picks up the parcel from the GLS ParcelLocker and delivers it to the depot. The Service Provider then contacts the sender in order to clarify the addressing of the parcels, the exact delivery address, and the name of the addressee.

If the courier opens the GLS ParcelLocker compartment, but does not find the parcel to be picked up, the Sender and/or the Service Provider will initiate contact in order to clarify the pick-up of the parcel.

If the parcel deposited in the GLS ParcelLocker does not comply with the provisions of these General Business Conditions, and if, based on the markings on the parcel, it can be reasonably assumed that it contains a product subject to ADR, the courier will not pick up the parcel from the GLS ParcelLocker. In this case, the Service Provider notifies the sender that the parcel deposited in the GLS ParcelLocker does not comply with the provisions of these General Business Conditions, in view of which the Service Provider refuses to continue the service, and at the same time calls on the sender to remove the parcel from GLS ParcelLocker immediately, but no later than within 5 working days. If the parcel is not picked up within this time, the courier picks up the parcel from the GLS ParcelLocker and delivers it to the depot. The Service Provider then informs the sender about further actions related to the parcel.

## 7. DELIVERY

**The delivery terms in this section apply only to parcels delivered domestically by GLS Hungary, so the terms and conditions set forth herein do not apply to export parcels. Export parcels are subject to the shipping and delivery terms in effect in the destination country, which can be found at <https://gls-group.eu/EU/en/home>.**

### 7.1. DELIVERY TO AN ADDRESS

Except as otherwise provided in the applicable laws and regulations or as otherwise agreed between the Parties, postal consignments must be delivered to the address of the consignment. The address on the consignment is defined as the address which the sender has indicated in accordance with the provisions of section 5 and 6 on the consignment itself, its

packaging, or the associated parcel label, accurately and including all data. If the sender does not provide the address in accordance with sections 5 and 6 (e.g. floor, door is missing), he shall be liable for any resulting damage and for the fact that the Service Provider is unable to deliver the consignment for this reason.

#### 7.1.1. Delivery to a natural person addressee

At the time of delivery, the carefully packaged and legibly addressed parcel is handed over to the addressee by the delivery driver or, in the case of the conditions laid down in this section, to another authorised recipient.

In the case of personal delivery the addressee is required to ensure easy and safe access to the place of delivery. If the addressee fails to comply with this obligation, and if personal delivery would endanger the health or safety of the person making the delivery or would present a risk to the security of property, the Service Provider will deliver the consignment at the delivery point instead of the place indicated in the address, and shall inform the addressee accordingly. When the driver arrives at the destination to deliver the parcel, he may not be kept waiting for more than 10 minutes; if he is kept waiting, the delivery may be aborted.

The consignment must be delivered to the addressee or, if this is not excluded by the given additional service or the contract between the Client (Sender) and the Service Provider, to the other authorised recipient. The term "other authorised recipient" shall mean:

- - an ad-hoc recipient,
- - a substitute recipient,
- - a proxy,
- - an intermediary courier.

Thus, a parcel may be handed over to – and signed for by – either the addressee, or any other recipient (aged 14 years and over) who, under the given circumstances, may be assumed to be entitled to receive it. This includes in particular persons residing at the address, relatives as defined by the Civil Code, aged 14 or over, of the authorised person and the addressee, the owner of the property at the address or the accommodation provider of the addressee as substitute recipient, and, if the conditions of section 13 are met, a direct neighbour as occasional recipient.

**GLS Hungary** does not undertake delivery of parcels for prisoners or detainees at penal institutions.

#### 7.1.2. Delivery to a juridical person/organisation

A consignment shall be deemed a consignment addressed to a juridical person or other organisation even if the address section includes, besides the name or address of the organisation, the name of a natural person.

A parcel delivered to an organisation's address can be delivered by personal delivery if the organisation ensures that the representative is available at the property it uses, which can be indicated as an address. The representative of the organisation shall be considered entitled to take delivery of postal consignments received by the organisation.

Such persons shall include the following persons, even without a letter of authorisation:

- a) the head of the organisation, as well as – even without a letter of authorisation – the trustee-on-delivery, the administrator for service of process, the liquidator and the administrator;

- b) for delivery on the business premises of the organisation or other premises open for customer traffic, an employee or member employed by the organisation,
- c) if the organisation operates a mailing room, the natural person employed there,
- d) if the organisation operates a reception, the natural person employed there,
- e) an employee of the organisation who does not qualify as a representative as specified above and who is deemed by the Service Provider, as an occasional recipient, to be eligible to take delivery of postal consignments.

### 7.1.3. General Rules applicable to delivery

In each case, where the applicable law subjects delivery to addressee consent, consent shall be obtained, either in writing, or verbally, by **GLS Hungary**.

**GLS Hungary** is under no obligation to take into account any other data noted on the postal consignment beyond address information, and thus, is under no obligation to – and indeed, does not – investigate whether there is any another natural person of the same name on the premises who may have a claim to the parcel.

Delivery is confirmed by the addressee/other authorised recipient by electronic means, or in the absence of such, confirmation of delivery takes place on the form provided by **GLS Hungary and its partners**. The driver may request the receiver to also indicate his/her name, in addition to providing a signature, which will then be recorded among the data stored in the portable scanner, on the basis of which the recipient's name will be retrievable from among the parcel information provided by telephone or electronically.

The electronic document containing, among other things, the image of the signature the recipient entered via a technical signature-recording device shall serve, until proof of the contrary is provided, as full evidence that in the course of delivery of the registered mail, the consignment was received by the person entitled to do so.

**GLS Hungary** only delivers to persons who are illiterate or prevented from writing in the presence of an adult witness. The witness signs the delivery document with his/her own name.

During the confidential delivery of an **AddresseeOnlyService** consignment, the recipient is the person designated by the Sender, who must prove his/her identity based on the documents specified by law. In this case, the identification number of the photo identification document (such as an identity card or passport) presented by the recipient is also recorded, along with the recipient's signature.

Delivery shall only take place after the cash on delivery (if applicable) has been paid, and the receipt has been signed (including electronic signing using the handheld scanner), prior to which the addressee may not examine the contents of the parcel.

### 7.2. DELIVERY AT A COLLECTION POINT (INCLUDING: GLS PARCELSHOP, DEPO)

Parcels may be issued (delivered) to the addressee or to other recipients designated in Section 9(1) of Govt. Decree 335/2012 (XII.4.), with the proviso that the consignment may be

delivered to the addressee's neighbour at the delivery address only with the addressee's consent. In case of delivery to an organisation at the delivery address, the consignment may also be delivered to the person specified in Section 15 of Govt. Decree 335/2012 (XII.4.).

If the parcel is delivered at a GLS ParcelShop, the person who wishes to take receipt of the consignment in possession of the parcel number, specified in the delivery notice, shall be deemed to be the person entitled to take receipt of the consignment, with the proviso that the Service Provider is always entitled to request, and record the number of, the recipient's personal identification document, if based on the circumstances there are reasons to doubt the person's right to take receipt. If the above-mentioned persons do not prove their identity, the Service Provider shall be entitled to refuse to hand over / deliver the consignment.

The electronic receipt signed by the recipient, or which also contains the signature recorded in another signature-recording technical device, the Rollkarte counterfoil, or a digital copy of such document, shall serve as proof of delivery. An exception to the above is delivery via a GLS ParcelLocker, where delivery is possible by holding both the parcel number and the code and, in the case of a COD parcel, after payment of the COD via a bank card terminal.

If the **ShopDeliveryService** is requested, GLS Hungary delivers the parcel to the designated ParcelShop or GLS ParcelLocker, and the addressee has 5 working days, following the depositing in the GLS ParcelShop, in which to collect it from there. If the addressee does not go to collect the parcel during this period, it will be returned as described in section 7.3.

### 7.3. DELIVERY TO A GLS PARCELLOCKER

When the parcel is placed in the GLS ParcelLocker, the addressee receives information, in an SMS or an e-mail message, on the address of the GLS ParcelLocker and the parcel number, and also receives the unique, single-use code as well as the QR code for collecting the parcel. Only in possession of both the parcel number and the code is the addressee or by scanning the QR code able to open the door of the GLS ParcelLocker and collect the parcel. In the case of COD parcels, the COD amounts may be paid via a bank-card terminal. The door to the compartment holding the parcel can only be opened, and the parcel collected, after the COD amount has been paid. The addressee receives an e-mail confirmation of the successful parcel collection and the payment of the COD amount.

**GLS Hungary** shall deem the parcel delivered if the addressee (the person authorised to collect), or the person acting as the representative thereof, or the person authorised to collect, uses the parcel number and the unique single-use identification code, sent to them, to certify his/her authorisation to collect on the GLS ParcelLocker.

**GLS Hungary** is entitled to remove, at any time, any parcel that has been placed in the GLS ParcelLocker.

Parcels ordered to be delivered to GLS ParcelLockers that exceed the dimensions of the compartments and do not fit into them will be returned by **GLS Hungary** to the GLS Depot performing the delivery, and the addressee will be informed accordingly using the text-message/e-mail contact details provided by him/her. In a message (email/SMS) sent to the addressee, the Service Provider advises the addressee that the

consignment may also be directed to a domestic address that meets these General Business Conditions. If the addressee does not collect the consignment within this deadline, the Service Provider will return the consignment to the Sender.

In the case of delivery to a GLS ParcelShop or a GLS ParcelLocker, if the addressee does not come for the parcel within 5 working days, the parcel is transported back to the Sender's address indicated on the parcel label. If the Sender refuses to take back the parcel, or the Sender is inaccessible, then the consignment will be kept by the GLS ParcelShop, in case of delivery to a GLS ParcelLocker, by the Service Provider, for 1 (one) month following the time of return to the GLS ParcelShop, after that the Service Provider will provide for its storage for 1 (one) year following the date of dispatch, after which, if the Sender does not come for the parcel, the Service Provider will be entitled to destroy it. In the case of an individual agreement, the place of storage may change.

If the parcel is delivered to the GLS ParcelLocker, the Service Provider's liability shall extend until the time it has been certifiably collected from it. If the package is picked up at the GLS ParcelLocker, the Service Provider's liability begins at the time it has been certifiably placed in it. It shall qualify as a certified placement and a certified collection if the compartment door is locked, the appropriate status has been recorded in the GLS system, and the addressee/sender has received the e-mail/text-message notification.

## 8. WEIGHT AND SIZE RESTRICTIONS

### **Weight and size limits applicable to domestic parcel delivery**

Domestic delivery or domestic parcel shall mean the parcels dispatched and delivered within the country.

The maximum weight of each parcel accepted for domestic delivery shall be 40 kg. The girth of the parcel (i.e. 2x height + 2x width + 1x length) may not exceed 3 metres, and the maximum permitted parcel sizes are: length 2 m, height 0.6 m, width 0.8 m. Minimum parcel size is 15X10 cm, while minimum parcel girth is 35 cm.

For parcels containing a television or monitor, the maximum size is a diagonal screen length of 43" (109 cm).

With **BusinessSmallParcel** service, the maximum weight of a parcel is 2 kg, while the maximum width is 40 cm.

The maximum dimensions of parcels that can be placed in the GLS ParcelLocker:

length: 0.51 m,  
height: 0.42 m,  
width: 0.39 m.

### **Weight limits applicable to export and import consignments**

The maximum weight of any export or import parcel shall be 40 kg. The maximum dimensions of export and import consignments shall be the same as those applicable to domestic parcels.

For the Croatian destinations available on the link below, export and import parcels can be dispatched up to a maximum of 10 kg each.

<https://gls-group.eu/HU/hu/vallalat/hirek>

Each parcel is weighed by **GLS Hungary** automatically, in accordance with the provisions of the contract, when the parcel arrives at the regional collection depot or the central dispatch plant, using calibrated scales, and the measured weight data is

allocated to the parcel number and automatically registered. The measured weight data serves as the basic data for the automatic invoicing process.

**GLS Hungary** may refuse delivery of overweight parcels (i.e. of items exceeding 40 kg) or parcels larger than the maximum dimensions. In such cases, **GLS Hungary** may refuse to pick up the postal consignment or, if it becomes aware of any overweight or oversized consignment after the item has been collected, it may refuse to provide further services and return the consignment item to the sender. For domestic consignments, **GLS Hungary** may, in addition to the provisions under the previous sentence, transfer, at its discretion, any overweight or oversized items to another transporter agreeing to their delivery. In the case of overweight or oversized consignments, GLS Hungary shall be entitled to pass on to the **Client (sender)** any additional costs arising from such transfer. **GLS Hungary** may thus decide in its discretion whether to refuse to accept or to return the overweight or oversized item or to redirect such item to a transporter agreeing to its delivery. The usual delivery time guarantee shall not apply to such consignments.

For export and import packages, **GLS Hungary** shall proceed as follows:

**GLS Hungary** shall weigh the parcels by certified scales and, if it is thus determined that they exceed the applicable weight limit, they shall be returned to the sender. If the country of destination refuses to accept the consignment or rejects it claiming that the parcel exceeds the weight limit referred to above, **GLS Hungary** shall return the parcel to the sender. **GLS Hungary** is entitled to pass on to the Client (sender) any related additional costs. No time guarantee shall apply to the delivery of such consignments.

## 9. OBJECTS EXCLUDED FROM THE SCOPE OF GLS HUNGARY'S SERVICES

### 9.1. Objects excluded from service

#### 9.1.1. General Rules

Depending on the mode of transport of the consignment, all consignments containing goods whose carriage by road, rail, sea or air is prohibited by law shall be excluded from the postal service.

**GLS Hungary** reserves the right to reject or stop the shipment of any parcel which contains goods that are prohibited by law, or which could cause damage to any other parcel, or which breaches these General Business Conditions or endangers the health or safety of its workers.

The following items are excluded from carriage:

- goods packed inadequately and/or not in the standard forms of packaging customary in trade,
- official documents, medical prescriptions, consignments containing personal identification documents, vouchers
- substances that are clearly harmful or dangerous to human life, health, bodily integrity, or the human environment,
- overweight or oversized consignments,
- strapped, glued, shrink-wrapped parcels,
- parcels sent in wooden crates or on pallets,
- perishable, infectious or repugnant goods,
- human remains, ashes
- livestock and plants,
- consignments in sacks, bags, or loosely packed consignments,

- particularly valuable goods, such as cash, precious metals, documents of monetary value, drawn lottery tickets and similar items, genuine pearls, precious stones, or jewellery and precious-metal-plated jewellery,
- works of art, objects of sentimental value, numismatic objects,
- temperature-sensitive goods, medicines
- ammunition, firearms, explosives and the like, including compressed air or carbon dioxide weapons, real weapons and imitations thereof, and parts thereof,
- narcotics and psychotropic substances,
- dry ice, radioactive materials,
- flammable or fire-hazardous materials,
- products labelled as harmless,
- products labelled as biologically hazardous,
- products with a label on them warning of an asbestos hazard,
- parcels addressed to the addressee's PO box or land-registry title number,
- in the case of export and import consignments, foodstuffs, goods subject to excise duty, alcoholic beverages and products containing alcohol, or tobacco products, or
- consignments with packaging that bears writing or images that are racist or obscene, or breach civil rights,
- corrosive substances (labels 8-9);
- non-flammable, non-toxic gases (label 2.2), bottles, pressurised containers, even if empty;
- acid batteries,
- and dangerous goods listed in the ADR (Agreement concerning the International Carriage of Dangerous Goods by Road) that may not be transported in excepted or limited quantities.

*9.1.2. Different rules applicable to products and objects excluded from transport or that may only be carried subject to conditions, for parcels sent from or delivered to a GLS ParcelShop or deposited in a GLS ParcelLocker*

In addition to or contrary to those specified in the General Rules, the following are excluded from dispatch:

- commodities listed in the ADR Convention (Regarding the International Transport of Hazardous Goods on Public Roads) as hazardous goods even in excepted or limited quantities;
- strapped, glued, shrink-wrapped parcels (including tires);
- large car body elements;
- buckets, cans, document rollers.

In the case of consignments that may only be carried subject to conditions, the Sender must contact **GLS Hungary** in advance in writing, using the [info@glshungary.com](mailto:info@glshungary.com) e-mail address, to request GLS Hungary's express approval for the carriage of the product concerned. In the absence of this, **GLS Hungary** will exclude its liability for any loss, partial or total destruction or damage of the consignment. If a consignment that may only be carried subject to conditions that is dispatched by the Sender without **GLS Hungary's** approval causes damage to another consignment, the injured party or, if **GLS Hungary** has already compensated the damage caused to the injured party, then **GLS Hungary** shall be entitled to claim damages from the Sender.

*9.1.3. Special rules applicable to excluded objects in relation to the service ordered through the <https://ecsomag.hu> platform*

In addition to or contrary to those specified in the General Rules, the following are excluded from dispatch:

- commodities listed in the ADR Convention (Regarding the International Transport of Hazardous Goods on Public Roads) as hazardous goods even in excepted or limited quantities;
- strapped, glued, shrink-wrapped parcels (including tires);
- large car body elements;

**9.2. Consequences of Dispatching Excluded Items**

In the case of parcels of foreign destination, personal belongings, goods subject to excise and consumption duty, as well as goods accompanied by ATA Carnets are also refused for shipment. It is forbidden to dispatch products and goods that are prohibited under the statutory provisions (including resolutions and measures brought by the United Nations) of any member state of the European Union or of the originating, transit or destination country, or in respect of which any trade or economic restrictions or sanctions are in effect. Information regarding the special provisions of individual countries may be obtained from the given country's embassy or trade mission in Hungary.

**GLS Hungary** shall not be liable for any action taken by the country of destination if this was necessary because the Client (Sender) has ignored or failed to comply with the above requirements.

The Client is obliged to notify **GLS Hungary**, prior to dispatch, about any parcels with a value that exceeds EUR 5,000.

**The Client and the sender shall be responsible for ensuring that the consignment and its contents comply with the statutory regulations and the provisions of these General Business Conditions.**

**If the parcel is excluded from transport or it contains any product excluded from transport and this can be clearly established when the item is collected, GLS Hungary shall be obliged to refuse to provide the service or, if it is found out subsequently, it shall refuse to continue to provide the service. GLS Hungary does not examine the appropriateness of the contents of the consignment, such as whether the consignment or its contents are excluded from the postal delivery service or may only be carried subject to conditions.**

If the sender sends the parcel through the <https://ecsomag.hu> site and places it in the GLS ParcelLocker (parcel pick-up), and the Service Provider becomes aware, when collecting the parcel from the GLS ParcelLocker, that the sender has sent an excluded product as indicated in these General Business Conditions or that the parcel itself is excluded from transport, the Service Provider will refuse further performance and contact the sender. The Sender is obliged to arrange for the transport of the parcel itself without delay if the parcel contains products excluded from transport, in particular products covered by the ADR. In the event of a breach of this obligation, the Service Provider shall be entitled to remove the parcel from the GLS ParcelLocker and to transport it to the location indicated by the Service Provider or to arrange for the transport or storage of the product covered by the ADR in accordance with the statutory provisions.

The additional costs incurred due to the returning of the parcels to the Sender or any other place, and due to any measures

taken by authorities, shall be borne by the **Client** (sender). **GLS Hungary** shall not be liable for any failure to fulfil the postal service contract.

If the sender has already paid the fee for the service and the fact that the postal consignment or its contents are excluded from carriage is discovered after payment and after the Service Provider's performance has commenced, the Service Provider is not obliged to refund the fee already paid.

## 10. THE SERVICE

### 10.1. GENERAL RULES

**GLS Hungary** performs the service as a postal service provider; in performing freight-forwarding tasks, it engages the services of individual carriers and contractual partners that operate the GLS ParcelShops as postal agents, whose activity it monitors throughout the entire process, and the quality of whose services it guarantees. The activities performed by the above-mentioned carriers appear in the invoice as mediated services, which, due to the nature of such services, are not stated separately.

**GLS Hungary** accepts parcels for transportation that are sealed and intact, without checking their contents, and has them forwarded to the addressees in sealed form, without any check of their contents.

The Service Provider provides the basic and additional services as specified in these GBC in accordance with the Client's/Sender's order and on the basis of the contract in place with the Sender/Client.

The detailed description of the various basic and additional services is contained in section 4.

As part of its basic service, the Service Provider picks up, sorts and delivers consignments.

- The detailed rules for the pick-up of consignments are set out in section 6 of these GBC.
- The detailed rules for parcel delivery are set out in section 7 of these GBC.

If the first delivery attempt regarding a domestic parcel is unsuccessful, the second and third delivery attempt is included in the basic service. If the first delivery attempt fails due to an incorrect address or some other circumstance that can be corrected by the **Client/sender**, **GLS Hungary** will call upon the **Client/sender** to make the correction. In the event of an unsuccessful first delivery attempt due to a refusal to accept the delivery, or if the second attempt is also unsuccessful, the parcel will be returned to the **Client**. If the addressee refuses to accept the parcel, then there is no second attempt at delivery; the parcel is automatically returned to the Client.

Any undeliverable parcels are stored by **GLS Hungary** for up to 5 working days (or in case of a specific clause in the agreement for up to 10 working days if the Addressee has indicated that he is on holiday), after which the parcels will be returned to the **Client**, without any separate indication.

If receipt is refused, or if based on the Client's instruction given in the course of the corrective procedure **GLS Hungary** will not attempt a second delivery, **GLS Hungary** will return the parcel to the **Client**.

### 10.2. SPECIAL RULES APPLICABLE TO LONG-TERM AGREEMENTS

Parcels dispatched to **GLS Hungary** at the place of pick-up by 17.00 will be delivered within Hungary and in Slovakia on the next working day ("24-hour" does not refer to the precise transit time, but only means the next working day). The **Client** may also dispatch *ExpressParcel* consignments (morning deliveries) to the locations specified in the list provided by **GLS Hungary** (deliveries performed by 12 noon on the next working day), subject to the terms of the contract.

In the case of export consignments, the transit time is between 1 and 7 working days (indicative data only), which may be extended by the time required for customs clearance.

### 10.3. DIFFERENT RULES APPLICABLE TO GLS PARCELSHOPS

**GLS Hungary** makes three attempts at delivering parcels to domestic addresses (including deliveries in Slovakia as well), unless an additional service ordered by the Sender provides otherwise. In the case of export parcels, delivery may also take place to the ParcelShop (=GLS ParcelShop), operated in the destination country, located nearest to the address of the addressee, or to a neighbour of the addressee, subject to the GLS regulations valid in the destination country, which are available to the Sender on the [www.gls-group.eu](http://www.gls-group.eu) website.

### 10.4. RULES ON THE PROVISION OF THE VARIOUS ADDITIONAL SERVICES

#### *10.4.1. Rules on COD collection, the Service Provider's liability for COD collection*

##### *10.4.1.1. Ordering the service*

In the case of **Long-term agreements**, **CashService**, COD collection takes place based on a compliant written or electronically submitted order by the Client, confirmed by GLS Hungary, or **submitted through the GLS customer systems or using the GLS API**, recorded in accordance with the Service Provider's requirements and sent by the deadline (at the latest by the time the parcels are handed over to the GLS Courier), and **GLS Hungary** shall be fully liable for all COD amounts collected.

For consignments dispatched through a GLS ParcelShop, the sender can order the CashService at the GLS ParcelShop concurrently with parcel dispatch.

In the case of an order submitted through the <https://ecsomag.hu> site, the service can be ordered together with the GLS eParcel service.

##### *10.4.1.2. Transfer of collected COD to the sender/Client*

In the case of customers with a long-term agreement, cash on delivery is transferred on a daily, weekly, fortnightly or monthly basis, at the discretion of the Client. The Client shall indicate its preference in writing on the form provided by the Service Provider or the Parties shall jointly stipulate this in the contract concluded by them. In the case of a daily cash on delivery transfer, the Service Provider shall transfer the COD amount to the bank account number provided by the Client within two working days after collection. In the case of weekly and monthly transfers, the deadline for COD transfers between the Parties is governed by the provisions of the Individual Contract. If there is a Permanent Compensation Agreement in place between the Parties or if the Client has a debt to the Service

Provider as set out in section 14.3, the rules set out in section 14 shall also apply to COD transfers.

In the case of a COD service ordered at the ParcelShop or through the <https://ecsomag.hu> site, the Service Provider transfers the COD amount collected on the second working day after collection to the bank account number specified by the sender.

**GLS Hungary** is entitled, on the basis of a resolution or request issued by an official authority, to withhold funds collected from the addressee but not yet transferred to the **Client/sender**.

Once the courier performing the delivery has left, there is no opportunity to make complaints regarding the COD amount or the change given.

#### 10.4.1.3. *Modification concerning COD collection*

The Client/sender can modify the order of the COD service (modification of the COD amount, change of bank account number) until delivery is complete. The Client/sender may indicate its intent for such modification, in the case of long-term agreements primarily by using the GLS customer systems, secondly by using the [beszedes@glshungary.com](mailto:beszedes@glshungary.com) email address, while in the case of services ordered through the <https://ecsomag.hu> site via the [beszedes@glshungary.com](mailto:beszedes@glshungary.com) email address. The written requests sent to the [beszedes@glshungary.com](mailto:beszedes@glshungary.com) email address must include the parcel number. The Service Provider only accepts requests to modify the COD service ordered through the <https://ecsomag.hu> site if such requests are received from the sender and only from the email address specified by the sender at the time of placing the order.

The sender must notify the ParcelShop where the service was ordered in writing of any change to the cash on delivery service ordered at the ParcelShop. The Service Provider only accepts the request for the modification of the COD service as valid if such request was received by the Service Provider from the ParcelShop where the sender ordered the service for the consignment in question.

If the request for the modification of the COD service is not received from the authorised person, by the above deadline and not in writing as per the above, the Service Provider shall not be liable for the non-fulfilment of the request for modification.

#### 10.4.1.4. *Failure or non-performance of COD collection*

If the COD is not collected for whatever reason, then the addressee shall, in this case as well, be primarily obliged to pay the amount of the COD amount.

In the case of any uncollected COD amounts, the liability of **GLS Hungary** shall extend to the limit of the collection service fee, in addition to which **GLS Hungary** shall be obliged to cooperate in the subsequent collection. If collection of the COD amount fails due to reasons demonstrably attributable to the wilful misconduct or negligent business conduct of **GLS Hungary**, and subsequent collection also fails, then a damage claim may be raised up to the amount of the COD. In the event of the loss, full or partial damage or destruction of the consignment, **GLS Hungary** shall pay compensation in accordance with the rules set out in section 16 (Damage incidents), and in this case the COD amount may not be claimed.

When filing the damage claim, the **Client** is required to certify that the addressee did not pay the outstanding debt in spite of the payment demand sent by the **Client**, and at the same time the **Client** shall assign its remaining outstanding claim to **GLS Hungary**. If the failure to collect the COD was caused by the inadequate instructions of the **Client** with regard to the additional service (failure to send all or some of the COD data or to send it on time, or a failure to complete or to fully complete the documentation serving this purpose) then **GLS Hungary** shall bear no liability for damage. The **Client** must send the COD data to GLS at the time of parcel sending, but no later than at the time of handing over the parcel to the courier. The **Client** must provide the data relating to additional service at the time of sending. Provision of the data after this shall constitute the late sending of the COD data.

When handling a parcel associated with a CashService (COD), GLS participates only in the collection of the cash in accordance with the **Client's** instructions; GLS is not entitled to make any statements on behalf of the Client or to conclude a contract with the Addressee. The **Client** is obliged to observe the provisions of the latest laws and regulations on the combating and prevention of money laundering and terrorist financing.

#### 10.4.2. *Rules applicable to the DocumentReturnService, DisplayService, and ItemisedDeliveryService*

These services are only available based on a separate written agreement between the Parties. These agreements are not covered by the standard damage compensation conditions. Since during the provision of these services GLS Hungary employees will work in close cooperation with the employees of the Client and the addressee, GLS Hungary will not be able to eliminate any obstacles that arise in relation to the work. If the duties within the range of these services cannot be fulfilled for whatever reason, GLS Hungary shall bear no financial liability for such failure or any consequential losses. The Client may not raise any claims against GLS Hungary for any losses in relation to the outcome of the itemised handover of the internal content of parcels collected and delivered as sealed consignments.

Should the **Client** dispatch any parcels, without prior notification of **GLS Hungary**, to a hypermarket in which the parcels may only be delivered subject to the performance of any or all of the above extra services (delivery note certificate, itemised delivery), **GLS Hungary** shall be entitled to perform the service and invoice the fee for such performance, even without a prior agreement.

#### 10.4.3. *Rules applicable to the HazardousGoodsService*

The carriage of products covered by the ADR shall be subject to a separate written agreement between the Parties.

The rights and obligations of the Client and the Service Provider and the extent of their liability are set out in the description of these GBC on this service and in section 5 of the GBC.

### 11. PARCEL FORWARDING FEE, REIMBURSEMENT OF COSTS

#### 11.1. SERVICE FEES, COSTS

##### 11.1.1. *General Rules*

The Client/Sender shall pay the fees set out in the contract concluded with the Service Provider.



The Client/Sender is responsible for the correctness and accuracy of the information provided by the same. In the case of service fees where the amount of the service fee depends on the information provided by the Client/sender and it is later found that the sender/Client provided inaccurate or untrue information, the Service Provider is entitled to determine the service fee based on the actual data and to invoice the sender/Client for the amount or the difference.

GLS Hungary, in order to comply with the statutory provisions or at the request of the relevant authorities, is entitled to open and examine any parcel without notifying the Client/sender in advance. GLS Hungary shall pay and pass on to the Client/sender the costs of inspections by authorities, and any fines imposed, if they were imposed due to a breach of these conditions by the Client/sender.

If the export parcel is not accepted, the fees and costs incurred in relation to its return to the Sender and its customs clearance shall be borne by the Sender.

#### *11.1.2. Rules applicable to customers with long-term agreements*

**GLS Hungary** and the **Client** shall, **under the parcel forwarding contract and any amendments thereto**, agree with regard to the prices. (The contract is also to be deemed accepted if the offer has been accepted either verbally or in writing, or if use of the service has commenced.) Regarding returned goods and goods of unusual size, the settlement of accounts with the **Client** takes place in accordance with the currently valid price list.

With respect to parcels forwarded to non-EU countries, **GLS Hungary** only undertakes export parcel forwarding with DAP or DDP parity. The selectable options are contained in the latest valid version of the GLS Customs Clearance Order form.

Special customs clearance orders are performed by **GLS Hungary** exclusively on the basis of a prior agreement.

With respect to export parcels, the **Client** is obliged to carefully conclude an agreement related to the bearing of costs with the addressee, and the Client is obliged to submit the related order to **GLS Hungary**, in compliance with such agreement.

In the case of export orders, **GLS Hungary** assumes that the **Client** accepts liability for the accuracy of the delivery terms communicated to **GLS Hungary**. Thus, if according to the terms stated, the foreign recipient is to pay the customs charges, the taxes, fees, costs and expenses, or if such payments are incurred for reasons attributable to the foreign recipient, the domestic **Client** reimburses to **GLS Hungary** all the expenses that have not been settled by the foreign recipient.

When using the **BankCardService**, the **Client** agrees to pay the costs of payment by bank card, for which **GLS Hungary** shall invoice the Client in addition to the COD costs.

#### *11.1.3. The fee of consignments dispatched at GLS ParcelShops, the payment of fees*

The fee payable upon dispatch at the **GLS ParcelShop** is determined in **Annex no. 1/a** of these General Business Conditions. This Annex is also available at GLS ParcelShops.

The Sender shall pay the service fee upon dispatch of the consignment. Electronic payment is available at all GLS ParcelShops. The method of electronic payment – bank card or instant bank transfer – is explicitly indicated on the Service

Provider's website. The website is accessible from the following link: <https://csomag.hu/hu>

The **Sender** may not enforce any further claims against **GLS Hungary** by charging on a fine or a penalty that the Sender is obliged to pay to a third party, especially if such third party is not in a position to enforce its claim directly against **GLS Hungary**.

#### *11.1.4. The fee of services ordered through the <https://ecsomag.hu> platform, the payment of fees*

The fees for the basic service (GLS eParcel) and the additional services ordered via the <https://ecsomag.hu> website are set out in **Annex no. 1/b** of these General Business Conditions. This Annex is also available on the <https://ecsomag.hu> website.

The GLS eParcel rate is automatically calculated by the system based on the package sizes and the pick-up method specified by the Sender. If the Sender provides incorrect or untrue data, the Service Provider is entitled to invoice the Sender for the difference between the fee paid by the Sender and the fee determined on the basis of the actual dimensions of the parcel, in accordance with the provisions of the General Rules in this section.

The sender pays the fee for the additional COD service based on the information provided in the order (the COD amount to be collected).

By placing the order, the sender accepts that they incur a payment obligation towards the Service Provider and also accepts that the Service Provider issues an electronic invoice to the sender, which will be sent to the sender by e-mail. Method of paying the service fee: online bank card payment.

Once the order has been submitted, the site redirects to the site of the bank providing online payment, where the payment is executed by the sender. In the event of successful payment, the Service Provider sends a confirmation email within 48 hours, which email includes a list of the basic and additional services ordered, the material elements of the service ordered by the sender and the rules applicable to the order/postal service contract. The confirmation email also certifies that a distance postal service contract has been concluded between the Parties.

The Service Provider only commences performance after confirmation of the conclusion of the postal service contract.

## 11.2. UNILATERAL AMENDMENT OF THE SERVICE FEE BY THE SERVICE PROVIDER

### *11.2.1. Rules applicable to customers with long-term agreements*

If so provided by the individual contract concluded between **GLS Hungary** and the **Client**, **GLS Hungary** is entitled to modify the prices unilaterally, under the conditions specified therein. If so provided by the individual contract concluded between **GLS Hungary** and the **Client**, **GLS Hungary** is entitled to modify the prices unilaterally, under the conditions specified therein. GLS Hungary is entitled, moreover, to unilaterally change the prices or other terms and conditions stated in the contract if this is justified by a change in legislation or a decision of a public authority, or if a material circumstance occurs which was unforeseeable at the time of the conclusion of the agreement. Such changes or circumstances shall include, in particular, any increase in costs resulting from the Service Provider's contractual relationship

with third parties and included in the service charges, and any change which results in a substantial increase in the Service Provider's costs.

In the case of a unilateral amendment to the agreement, **GLS Hungary** will notify the **Client** of the detailed terms of the price modification in an email sent to the email address provided by the **Client** at the time of signing the contract, or later in an official form. If the **Client** refers to the fact that it has not received any such information at the above-mentioned email address, but **GLS Hungary** can prove that the email message was sent from its system, this shall – unless and until proven otherwise by the **Client** – be construed as evidence that **GLS Hungary** has fulfilled its obligation to inform the **Client**.

If the **Client** does not submit an objection regarding the information sent by email within the deadline indicated therein, and does not initiate the termination of the contract, this shall mean that the **Client** has accepted the contents of such.

*11.2.2. Unilateral adjustment by the Service Provider of the service fee for consignments dispatched at GLS ParcelShops*

The Service Provider is entitled to unilaterally adjust the service fees set out in **Annex no. 1/a** to these General Business Conditions in respect of the future by publishing the new rates on the Service Provider's website.

The rules applicable to the unilateral amendment of these General Business Conditions shall apply to the adjustment.

*11.2.3. The unilateral adjustment by the Service Provider of the service fee for services ordered through the <https://ecsomag.hu> platform*

The Service Provider is entitled to unilaterally adjust the service fees set out in **Annex no. 1/b** to these General Business Conditions in respect of the future by publishing the new rates on the <https://ecsomag.hu> website.

The rules applicable to the unilateral amendment of these General Business Conditions shall apply to the adjustment.

**11.3. THE MODIFICATION BY THE SENDER OF THE SERVICES ORDERED THROUGH THE <https://ecsomag.hu> PLATFORM**

The Sender may request the following changes to the services already ordered. These changes also entail an adjustment of the service fee:

#### **Modification of the COD amount**

The Sender can amend a COD collection order already ordered by either cancelling this additional service (without cancelling the basic service) or by modifying the COD amount to be collected. However, the sender is not entitled to request a subsequent additional COD service for the basic service (GLS eParcel) already ordered after the order has been placed.

If the amendment complies with the provisions of section 10.4 of these GBC and the modification of the COD collection order would result in a lower fee than the fee paid by the sender, the Service Provider shall correct the invoice and refund the difference to the bank account indicated by the sender. If the sender cancels the additional COD service, the Service Provider proceeds as set out in the previous sentence, with the proviso that in this case, the sender will be refunded the additional service fee concerning the COD service already paid. To avoid

misunderstanding, the Parties agree that the fee for the GLS eParcel is non-refundable in this case.

## **12. OBLIGATIONS OF THE CLIENT (SENDER)**

### **12.1. CONFORMITY OF PACKAGING AND PARCEL LABEL**

#### *12.1.1. General Rules*

The **Client (sender)** is obliged to package each parcel in compliance with the industrial standards pertaining to parcel handling and these General Business Conditions as well as with the Service Provider's instructions, providing the parcels with the adequately completed standard **GLS Hungary** parcel labels and documents. **GLS Hungary** shall not be liable for any damages resulting from errors in parcel label completion (e.g. incorrect or unclear addressing, which therefore make the parcel undeliverable), or for the placement of the parcel label on the wrong parcel and for any resultant damage, delay or loss of the parcel. When addressing the parcel, the Addressee's details must be provided in accordance with reality, and include all the information requested.

It is the Client's responsibility to ensure that the parcel to be delivered is labelled with one parcel label, completed in full and in accordance with these GBC and in line with the instructions of the Service Provider. GLS Hungary shall not be liable for any damages resulting from the delivery of consignments dispatched with two or more parcel labels.

#### *12.1.2. Special rules applicable to long-term agreements*

The **Client** must, during its cooperation with **GLS Hungary**, proceed in accordance with the guidelines of the **GLS Hungary User Manual**.

The **Client** may not hand over to third parties the parcel labels and parcel number series (**or, in the case of the use of GLS customer systems, the user IDs**) made available to the Client by **GLS Hungary**. The Client shall bear all risk and cost arising from a breach of this prohibition.

If the Client does not use **GLS Hungary's** systems for label printing, and prints the parcel labels from its own systems, it shall conclude a separate agreement with the Service Provider to this end, which shall contain the rules for label printing from its own systems. In the event of failure to conclude such separate agreement, the Service Provider is entitled to immediately prohibit the use of parcel labels that do not comply with **GLS Hungary** standards and, if this yields no result, to suspend the service until the Client places a parcel label on the consignment that complies with **GLS Hungary** standards. **GLS Hungary** shall also be entitled to claim from the Client any costs resulting from the use of parcel labels that violate or do not comply with GLS standards (e.g. difficulty in sorting, inability to sort due to inadequate content or form of the parcel label). Furthermore, the Service Provider is entitled to terminate the contract concluded with the Client with immediate effect if the Client regularly or repeatedly affixes parcel labels to the postal consignments that do not comply with GLS standards, provided that the Service Provider has requested the Customer to cease such infringing conduct, but the Client has nevertheless continued to use inadequate parcel labels for the consignment(s) dispatched.

If the Client implements developments in its own systems (including the Client's use of the GLS Online API and the MyGLS API) in accordance with the instructions published by the Service Provider, it shall ensure that such developments comply with the liability declaration published in advance on the <http://glsconnect.hu/felelossegi.html> website. Should it fail

to do so, the legal consequences set out above may be applied against the Client.

#### 12.1.3. Special rules applicable to the service ordered through the <https://ecsomag.hu> platform

In respect of consignments ordered via the <https://ecsomag.hu> platform and handed over to the courier or dispatched in the GLS ParcelShop, the Client shall affix the parcel label to the consignment as follows.

- The parcel label is printed out by the Service Provider after the order is placed, based on the data provided by the sender, and the courier hands the printed parcel label to the sender prior to pick-up, who then affixes the parcel label on the consignment.
- If the sender wishes to send more than one parcel at a time, they must ensure that the correct parcel label is affixed to the correct parcel. The sender is also obliged to verify the name, address and details of the addressee before pick-up. The Service Provider shall not be liable for any damages or delays resulting from failure to do so.

In the case of unlabelled parcels ordered on <https://ecsomag.hu> and posted in a GLS ParcelLocker, the Client is obliged to address the parcel in accordance with these General Business Conditions and to write or stick the address on the parcel. In case of failure to do so, the Service Provider shall act in accordance with the provisions of section 6.4.

#### 12.2. THE CONFORMITY OF PARCEL CONTENT

The Client (sender) shall also be responsible for ensuring that the contents of the consignment comply with the statutory regulations and these General Business Conditions as well as the conditions communicated by the Service Provider to the Client (sender).

The **Client** is responsible for damage caused by the contents of the dispatched parcels, and for reimbursement of the costs incurred in connection with damage mitigation, if the damage can be attributed to a breach of these conditions.

#### 12.3 PAYMENT OF THE SERVICE FEE

The **Client** is obliged to pay the service charge within the specified deadline.

The detailed rules are set out in section 11 of these GBC and, in the case of long-term agreements, in the individual contracts.

#### 12.4 LIABILITY FOR THE DATA MADE AVAILABLE TO THE SERVICE PROVIDER AND THEIR UP-TO-DATENESS

The **Client** must promptly notify **GLS Hungary**, in writing, of any material change in circumstances affecting the performance of the Contract, including but not limited to:

- a change to any of the **Client's** (sender's) data, in particular, his name or address,
- there is a change in the place of parcel collection,
- there is a change in the bank account number,
- a change in the person entitled to sign and act on behalf of the company,
- in the case of a foreign company, a change in the Hungarian permanent establishment and tax number,
- the company form changes,
- it wishes to temporarily suspend, or to permanently cancel, the parcel dispatch.

The Client assumes full liability for ensuring that the data provided by it to **GLS Hungary** does not breach the rights and lawful interests of either the Client or the third parties concerned (especially the Addressee). When sending this data, the **Client** acknowledges that it possesses the necessary authorisation with respect to both the data itself, and its processing (especially with regard to the processing of the addressee's telephone numbers and e-mail address, in the manner and to the extent necessary for providing the service). **GLS Hungary** excludes any liability on its part in respect of the accuracy and correctness of the data provided to it by the Client. **GLS Hungary** is only responsible for data processing that falls within the scope of activities it carries out itself, with particular reference to data processing and complaint management relating to the performance of its postal service.

#### 13. RIGHT OF DISPOSAL

The Client (sender), in the event the addressee is absent, may instruct **GLS Hungary** to deliver the parcel, as an ad-hoc recipient, to a direct neighbour or another appropriate person, if the Client (sender) has so provided in an Individual Contract or in accordance with these General Business Conditions, and the addressee has consented to this, and ad-hoc recipient does not object. An instruction of this kind may be given by means of an authorisation. In the case of such – written or verbal – authorisations, the certificate of receipt (IOD, POD) will be prepared in a modified format.

The postal service provider must notify the addressee of the fact that the item has been delivered to the immediate neighbour. A damaged parcel cannot be delivered to the immediate neighbour.

#### 14. INVOICING, PAYMENT OF FEES

##### 14.1. INVOICING

###### 14.1.1. Rules applicable to long-term agreements

**GLS Hungary** performs the service exclusively subject to payment of postage by the **Client** (sender), and will not forward parcels for which the postage is to be paid by the addressee.

The invoice for the service – unless otherwise provided by the Parties – is always prepared subsequently, in one or two invoicing cycles per month, as may be agreed.

**GLS Hungary** invoices the performance by service type, in a single amount.

###### 14.1.2. Rules applicable to consignments dispatched at a GLS ParcelShop

The accounting document on the fee for the service ordered is issued by the GLS ParcelShop in its own name.

Complaints related to invoicing and invoice-issuing can be reported to the issuer of the invoice.

###### 14.1.3. Rules applicable to services ordered through the <https://ecsomag.hu> site

By ordering the service – by submitting the order – the sender accepts that the Service Provider sends the invoice to them electronically. After the successful payment transaction, the Service Provider sends the invoice to the email address

provided by the sender. The invoice includes the fees for the basic and additional services ordered by the sender.

#### 14.2. PAYMENT OF FEES

##### 14.2.1. Rules applicable to long-term agreements

The due date for payment of the invoice shall be governed by the Individual Contract between the Parties, failing which the due date shall be 7 (seven) days from the date of issue of the invoice. Invoices are always settled by bank transfer. The invoice addendum contains the details of the invoice, indicating the parcel number, weight and fee.

The **Client** (sender) is obliged to settle the invoice by bank transfer, within the specified deadline. The **Client** may submit objections related to the invoice until the expiry of the payment deadline.

The Parties agree that when the Individual Contract provides for payment within 24 hours, the invoice shall be settled on the basis of the Permanent Compensation Agreement, which shall be concluded separately and shall constitute part of the contract. In such case, the Client (sender) may raise an objection within 7 days from the date of the invoice.

##### 14.2.2. Rules applicable to consignments dispatched at a GLS ParcelShop

The fee for the basic and additional service ordered is paid before the consignment is picked up, and the consignment can only be picked up after the service fee has been paid.

##### 14.2.3. Rules applicable to services ordered through the <https://ecsomag.hu> site

By ordering the service, the Service Provider redirects the sender to the payment interface, where the sender can execute the payment transaction.

The payment interface is operated by the given financial institution and the Service Provider receives confirmation from the financial institution as to whether the payment transaction was successful. In the event of unsuccessful payment or a payment problem, the sender can lodge a complaint with the financial institution or the card-issuing bank.

#### 14.3. LATE PAYMENT, NON-COMPLIANCE WITH PAYMENT OBLIGATION

**The rules in this section apply to customers with a Long Term Agreement, who pay the service fee subsequently rather than in advance.**

**The provisions set out in this section may only be applied to senders of consignments sent from a GLS ParcelShop and consignments ordered through the <https://ecsomag.hu> platform if – either for the reasons set out in Annex no. 1/c to these GBC or for reasons expressly applicable to their contract as set out herein – they incur a payment obligation to the Service Provider which they fail to fulfil by the payment deadline indicated on the invoice.**

##### 14.3.1. Invoice Compensation (offsetting)

The Parties are entitled to agree separately ("Permanent Compensation Agreement") at the time of the conclusion of the contract or during the term of the contract that the Service Provider shall include the service fee indicated on the Client's

(sender's) current invoice payable to the Service Provider in the cash on delivery amount payable to the Client. Pursuant to this agreement, the Service Provider is entitled to this offsetting without prior notice to the Client (sender), with subsequently informing the Client (sender) in writing of the fact of the compensation, the amount of the compensation (service fee or cash on delivery collected).

If the Parties have not entered into a Permanent Compensation Agreement, then in the event of late payment by more than 15 days by the Client, **GLS Hungary** shall, considering the Client's breach of contract, be entitled to offset its overdue receivables against the Client's claims (including the amount of cash on delivery payable to Client).

If the Client fails to meet its payment obligations by the due date twice in a calendar year, **GLS Hungary** shall be entitled to include the service fee indicated on the Client's (sender's) current invoice payable to the Service Provider in the amount of the cash on delivery payable to Client due to a repeated breach of contract by the Client, even if they have not entered into a Permanent Compensation Agreement. The Parties agree that the Service Provider shall be continuously entitled to this from the moment of the repeated breach of contract by the Client during the term of the contract, unless otherwise agreed by the Parties.

##### 14.3.2. The Service Provider's legal lien or suspension of the Service

If the Client (sender) fails to pay the invoice by the due date and the provisions of the previous section are not applicable or their application is ineffective (because the Client's debt is higher than the amount of the cash on delivery payable to the Client) or it is reasonably assumed that the Client (sender) will not meet its service fee payment obligation or will repeatedly and regularly meet its obligation with delay, **GLS Hungary** is entitled to

- a) enforce retention and lien in accordance with applicable law and
- b) and to suspend its further provision of the service.

If the **Client** also fails to settle its outstanding debt within the next 3 months, then **GLS Hungary** will destroy the parcel affected by the lien.

In the case of suspended service, the service will be reinstated when the Client pays the full amount of the debt, including interest for late payment and recovery costs. The total debt shall be regarded to have been settled when the full amount as specified above has been credited to the Service Provider's bank account. Within 3 working days of the day the amount is credited on the account, the Service Provider shall release the suspended service and commence the delivery of laid-by parcels. The Service Provider shall deliver the laid-by parcels to the addressees or, if so instructed by the Client (sender), to the Client (sender). If

- a) the contract concluded with the Client was terminated during the suspension of the service or before starting the delivery of the laid-by parcels, or
- b) in view of the circumstances, the parcels cannot be delivered to the addressees because the Client (sender) is banned from or hindered in the pursuance of economic activity, including but not limited to the suspension of the Client's tax number, the initiation of liquidation or compulsory strike-off proceedings or the ordering of bankruptcy proceedings against the Client, or

- c) based on the circumstances it may be rendered probable that the Client (sender) will not discharge its service fee payment obligation in the future either, the Service Provider shall return the parcels, at its discretion, to the Client (sender).

If the service is suspended, no delivery time guarantee shall apply to the parcels collected yet not delivered by the Service Provider due to the service suspension.

#### 14.3.3. *Default interest, flat-rate recovery costs, enforcement of costs incurred*

In the event of late payment, **GLS Hungary** shall, from the first day of default, charge default interest on the basis of Section 6:48 and Section 6:155 of the Civil Code, and a flat collection fee of EUR 40 determined in Act IX of 2016.

**GLS Hungary** is entitled to claim reimbursement of its legal and other costs incurred in connection with the collection of the receivable, as well as a storage fee.

The storage fee shall be charged, in the framework of the postal service, after the end of the delivery process – following the three delivery attempts specified for the service – and starting from the day following receipt of the notification on undelivered consignments.

#### 14.3.4. *Receivables management*

The Parties agree that, following expiry of the payment deadline, if the measures set out above are unsuccessful or likely to be unsuccessful or fulfilment by the Client (sender) is unlikely, **GLS Hungary** is entitled to engage a third-party receivables management company to manage its outstanding receivable from the Client.

In this case, **GLS Hungary**, for the purpose of the management of its receivable from the Client, is entitled to provide such data as is necessary for achieving said purpose – if the Client is a natural person, then the personal details necessary for achieving said purpose – to the third-party receivables management company. The detailed rules of this are contained in the Service Provider's Privacy Policy and its relevant annex.

#### 14.3.5. *Liability of Client in case of multiple contracts*

The Client may decide to which contracts (Role ID) and to which bank account number the Service Provider shall transfer the amount of the cash on delivery or a certain part of it. The Client expressly agrees that the Service Provider may exercise the rights and enforce the provisions set out in Sections 14.3.1, 14.3.2, 14.3.3 and 14.3.4 in respect of the Client's outstanding debt to the Service Provider up to the amount of such debt, also in respect of the individual cash on delivery to be transferred separately for each contract (Role ID).

The Client shall inform his relevant Contractual Partners of this fact. The Client shall be liable to the Service Provider for any damage, claims or fines resulting from failure to provide such information.

## 15. WARRANTY

Among the postal services of **GLS Hungary**, the **Guaranteed24Service** and the **ExpressParcel** service qualify as time-guaranteed services. In the case of orders for the **Guaranteed24Service** or **ExpressParcel**, the Service Provider

undertakes to pay the amount specified in the description of this service to the Client.

In respect of other aspects of the warranty, unless otherwise provided for in these General Business Conditions, the Postal Act or the Civil Code, the latest wording of the Hungarian General Forwarding Conditions (MÁSZF) is applicable.

Within the territory of application of the CMR – in the case of export parcel forwarding – the warranty regulated in the CMR shall be applied.

## 16. DAMAGE INCIDENTS

### 16.1. GENERAL RULES REGARDING RESPONSIBILITY

In the course of the damage claim procedure, pursuant to Section 51(7) of Act CLIX of 2012 on Postal Services, based on the authorisation set forth in Section 44(2) and in place of the provisions stipulated in Sections 44(1) and (3)-(8), as well as in Sections 45-51, **GLS Hungary** stipulates application of the rules of the Civil Code (Act V of 2013) relating to liability for damages caused by breach of contract with regard to each and every parcel in all matters which are not contained in these General Business Conditions.

**GLS Hungary provides damage compensation for the sender or the addressee in the event of damages attributable to it, i.e. damages resulting from negligent or unprofessional handling, including partial or total loss or destruction of the parcel, which happen during the time between accepting the consignment and its delivery or its return to the Client (sender). The Service Provider shall pay damages to the addressee solely on the basis of the conditions set out in section 4 of these General Business Conditions.**

**The Service Provider shall be exempt from liability in the cases and conditions set out in the "Exclusions" subsection of this section as well as in the event when it proves that the damage was not attributable to it.**

The damage compensation only provides coverage for direct physical damage, acquisition, replacement or repair value, and excluding any consequential damages or lost profits. The Service Provider shall not be liable for compensation for injury to feelings or for damages from violation of privacy rights, furthermore, no sanctions may be enforced against it on grounds of violation of privacy rights, regardless of accountability.

With respect to the definition of damage and the method of damage compensation, the rules of the Civil Code relating to extracontractual damages must be applied.

The rules relating to a failure to collect cash on delivery are only applicable if the consignment has not been lost, destroyed or damaged.

### 16.2. DEADLINES FOR FILING CLAIMS FOR COMPENSATION

In the event of a partial loss or damage to the parcel – if the damage is recognisable –, this must be indicated immediately upon delivery of the consignment or upon returning it to sender, which the Parties shall record by preparing a damage report.

In the absence thereof or in the case of covered injury, the claim for compensation must be made in writing, within 3

working days of delivery, if the damage is demonstrably due to reasons attributable to the service provider. The damage inspection and presentation of evidence is conducted by **GLS Hungary** at a place determined by it, at its own expense.

Hidden damage means, in particular, damage to the contents of a consignment while the outer packaging remains intact, despite compliance with the rules on appropriate inner packaging and padding.

Failure to observe the above deadlines will result in a loss of rights.

In the case of loss or destruction of the consignment, the claim for compensation must be reported to the Service Provider in writing from the fifteenth day of the dispatch of the consignment within a 6-month (six-month) limitation period.

If the fact that the consignment has been lost or destroyed comes to the knowledge of the Service Provider in the course of processing the complaint, and at the time of receipt of the Service Provider's reply – confirming the fact of the loss or destruction – less than thirty days have remained from the above 6-month (six-month) claim enforcement period, then the deadline shall be extended by thirty days from the receipt of the reply.

The claimant may submit to the Service Provider a claim for damages arising from the delayed delivery of a parcel dispatched with a guarantee of service, in writing, within a 15-day (fifteen-day) limitation period commencing on the date of receipt of the consignment.

### 16.3. EXTENT OF COMPENSATION

#### 16.3.1. The extent of compensation for damaged, lost parcel

**The damage compensation is the same as the acquisition, replacement or repair value of the damaged/lost product, which may in certain cases also include the service fee, but may not exceed the following amount:**

	Maximum amount of compensation
For long-term agreements	<ul style="list-style-type: none"> <li>basic scenario (without ordering DeclaredValueInsuranceService) <b>HUF 50,000,-that is fifty thousand forints</b></li> <li>If the DeclaredValueInsuranceService is ordered, the amount specified by the Client, which cannot exceed the maximum declared value amount specified in the description of this service;</li> </ul>
For packages dispatched at a GLS ParcelShop	<b>HUF 50,000 that is fifty thousand forints</b>
For GLS eParcel	<b>HUF 50,000 that is fifty thousand forints</b>

The value of the consignment and thereby of the amount of compensation to be paid for parcels dispatched at a GLS ParcelShop and for GLS eParcel shall be assessed as follows. Extent of the damage (and thereby of the compensation to be paid)

- the net procurement price, or
- in the case of used goods the daily value, or
- in the case of goods sold at auction, up to the price achieved at auction, depending on which price is the lowest in the individual cases. The retention agreed between the Sender and the Sender's insurance company only provides grounds for a corresponding waiver of rights by GLS Hungary if this has been expressly agreed in writing.

The above-mentioned compensation cannot be more than HUF 50,000.

**In the case that consignments for which the CashService – cash on delivery – additional service has been ordered (in respect of any service type) are declared lost, GLS Hungary is liable for damages up to the amount of the cash on delivery indicated by the Sender, plus the service fee, if applicable, with the proviso that the amount of compensation for damages may not exceed HUF 50,000.**

The taxes related to the cost of acquisition shall be settled in accordance with the prevailing statutory requirements.

In the case of a long-term agreement, if double the domestic service fee exceeds HUF 50,000, **GLS Hungary** will pay damage compensation of up to double the transport fee.

In the event of purchasing an additional service called **DeclaredValueInsuranceService**, GLS Hungary shall be liable for damages up to the value determined by the Client (sender) at the time of dispatch in the event of loss, destruction, total or partial damage to the consignment. The maximum amount of this additional service and thus the maximum value of the Service Provider's liability is set out in section 4 of these General Business Conditions.

In the case of the *GlobalBusinessParcel* service, subject to payment of the transport fee, **GLS Hungary** pays damage compensation of SDR 19 per kg of the parcel's gross weight.

#### 16.3.2. The extent of compensation applicable to guaranteed deadline service

In the event of non-performance or late performance of a deadline-guaranteed service for reasons attributable to the Service Provider, the compensation amount may not exceed the amount specified in the description of the service concerned.

It will not qualify as a claim incident if **GLS Hungary** fulfils a guaranteed deadline order with delay for inevitable reasons beyond its control or due to the unavailability of the addressee, or fails to return the delivery note, provided that GLS Hungary credibly certifies the delivery of the parcel in its own system (IOD, POD). In such case the claim of the **Client** can only be enforced against the Addressee, and **GLS Hungary** shall only bear liability up to the limit of the service fee.

For late performance of non-guaranteed deadline services **GLS Hungary** shall not have compensation liability.

#### 16.3.3. Relationship between damage compensation and possible insurance by the Client

Without the consent of **GLS Hungary**, the **Client** has no right to assign its insurance claims to any third party.

**GLS Hungary** pays no compensation for damages that are covered by other insurance contracts concluded by the Client or the addressee.

The Client has the right to conclude an insurance contract in its own name and at its own expense in respect of the consignment to be forwarded.

#### 16.4. METHOD OF DAMAGE COMPENSATION:

In the case of damages that can be repaired, damages are covered up to the costs of repair at the location that is the most cost-effective location in terms of transportation costs. In the case of repair, the compensation shall not cover the amount of any depreciation.

In the case of replacement, the purchase value will be refunded. **GLS Hungary** may assert a claim for the damaged asset items in connection with the compensation payments performed by it, if the replacement or acquisition cost of these was paid.

In the event of partial damage to the parcel, only the cost of partial or full replacement may be reimbursed.

If one or more elements or parts of a collection or set of objects are damaged during parcel transportation, the repair or replacement cost must be calculated proportionately with the ratio of the damaged items to the collection or set. When calculating the damage compensation, no special requirements relating to the uniformity of the collection or set, or the need for it to be maintained together, may be taken into consideration.

In the event of the damage or loss of used items the damage is compensated proportionately, in the ratio of the used value of the lost or damaged item to its new value.

For the purpose of determining the means of damage compensation (partial or full replacement, or repair), **GLS Hungary** is entitled to decide whether the damaged item can be economically repaired or whether its replacement is warranted.

#### 16.5. CERTIFYING THE DAMAGE:

In the event of damage, a report must be made at the time of delivering the parcel or at the time of occurrence of the damage incident. In the report the parcel number must be identified; and the documents certifying the contents of the parcel, and the claim form, must be submitted to **GLS Hungary**.

If the aforementioned documents are unavailable to the person reporting the claim for damages at the time the records are taken or, in view of the nature of the damage, the beneficiary was unable to report the claim for damages related to the parcel upon delivery, the person reporting the claim for damages shall send such documents to the Service Provider forthwith, within the period specified by the Service Provider at the latest, to the Claim Form at the Service Provider's website or to [karugyintezes@gls-hungary.com](mailto:karugyintezes@gls-hungary.com).

In the case of damaged parcels, **GLS Hungary** or its representative must be provided with the opportunity to inspect the parcels, and for this purpose they must be maintained in their condition at the time of the damage incident. The Service Provider shall have the right to decide on the lawfulness (legal basis) of the claim for damages without an inspection in the event that this can be clearly established based on the available data, records, photos. If the injured party disputes the findings of the Service Provider, he or she shall be entitled to request an inspection, in which case the

Service Provider shall carry out the inspection at its headquarters in accordance with the General Business Conditions.

If, due to the nature of the delivery (delivery to GLS ParcelLocker), it is impossible to make a report, the person filing the claim must file the claim for damages in writing within the time limit specified in these General Business Conditions. The claim for compensation must be indicated by filling out the claim form on the Service Provider's website.

#### **Special rules applicable to export consignments:**

If any damage occurs to export parcels, the addressee shall report the damage to the consignment immediately on the delivery note or, in the absence thereof, by electronic means upon delivery. Such document shall be attached to the damage claim. If a hidden damage to export parcels is reported before expiry of the deadline, **GLS Hungary** shall make a decision on the legitimacy of the claim for damages without inspecting the damage, based on the information, photos or other evidence provided to it by the Client and/or the Addressee.

In the event of loss of an export consignment, the addressee must also make available a commercial or pro forma invoice issued to them and an affidavit to open claims proceedings.

If, due to a breach of the above obligations, it becomes impossible to identify the material circumstances necessary for determining the extent of the damage, **GLS Hungary** shall be exempted from its damage compensation obligation.

**GLS Hungary** is obliged to report its claim for damage inspection within 3 (three) working days of reporting the damage or in the above case from a request to that effect by the injured party, provided that this is necessary for determining the damage. The damage inspection must be conducted after the consignment has arrived at **GLS Hungary**.

**GLS Hungary** reserves the right, if an inspection is required, to only pay compensation up to the value determined in the inspection.

The person lodging a claim for damages in respect of a parcel that has been lost or delivered with missing contents must attach a statement, indicated by the Service Provider, necessary for evidencing these facts.

If, despite the information provided by **GLS Hungary**, the person filing the claim for damages fails to provide the Service Provider, within not more than 30 days of the filing of the claim, with all the documents and evidence necessary to establish the legal basis for, or the extent of, the damage, then the Service Provider shall assess the damage claim on the basis of the documents and evidence that have been previously provided to it or that are otherwise available to it.

#### 16.6. PAYMENT OF THE DAMAGE COMPENSATION

**GLS Hungary** shall arrange for payment of the damage claim within 8 (eight) calendar days following confirmation of the grounds for and the value of the damage claim. Payment of the damage compensation may, therefore, only take place after **GLS Hungary** has assessed the legitimacy of the claim and the amount, and has recognised the legitimacy of the claim – based on the damage inspection – and the Client has provided **GLS Hungary** with all the documents requested by it.

Default interest under Section 6:155 of the Civil Code is payable on the damage compensation from the day following the expiry of the above deadline.

## 16.7. EXCLUSIONS:

### **GLS Hungary shall be exempt from payment of damages in the cases and conditions set forth in this subsection.**

16.7.1. Consignments are excluded from damage compensation if their packaging does not conform to the requirements set out in these General Business Conditions. Furthermore, the Service Provider shall not be liable if the damage is caused by an inner property of the consignment or by a deficiency of the packaging that cannot be noticed from the outside. The costs of packaging suitable for the transport conditions are borne by the sender in every case.

16.7.2. Parcels marked fragile and parcels that need to be handled with great care, such as consignments containing an orientation arrow, and those marked as non-stackable will be handled with care and attention by **GLS Hungary's** staff, but the displaying of such a marking shall not result in any liability for damage compensation other than that regulated herein.

A fragile marking shall not exempt the sender from the obligation to use packaging that is suitable given the nature of the goods and the general conditions of transport, and that guarantees the integrity of the contents.

In the case of fragile objects (glass, porcelain, bottles, medicine and injection ampoules, infusion bottles, etc.) and of parcels marked "Fragile" or parcels that should be handled with great care, no claims shall be accepted if the outer packaging is undamaged but, due to the deficiency or shortcomings of the inner packaging, the items inside the parcel are damaged and their contents have leaked, contaminating the other items.

In the case of fragile objects and parcels that should be handled with great care as specified in this section, damage compensation is not payable if the damage resulted from a lack of the individual inner packaging of the items while the outer packaging is intact.

16.7.3. The leakage of liquids in the parcel must be prevented with a hermetically sealed cover. Compensation is not payable for damages caused inside the parcel due to leaking fluids.

16.7.4. After the handover to **GLS Hungary** of the intact parcels, the Service Provider shall not be liable for damages arising from any losses due to deficient packaging, suspicion of pilfering and, if several packages are bundled in a single parcel, a decrease in the number of bundled items.

16.7.5. Claims are excluded in case of chipping, scratching, wearing, scraping etc. damage to enamelled and varnished goods if the outer packaging is intact; and in the case of furniture and wooden parts the above types of damage and damage due to denting, damage to polished surfaces, and the ungluing of the glued parts or veneer are excluded.

16.7.6. In the case of an unwrapped suitcase, handbag or travelling bag (not placed in a 5-ply cardboard box), no damage compensation is payable in the event of the soiling of the product or damage to the protruding parts (wheels, casters, handles).

16.7.7. Cases in which delivery was performed in the original, undamaged packaging, and the damage becomes known after delivery, are excluded from compensation.

16.7.8. Damage to new goods sent in their original manufacturer's packaging are excluded from compensation if the packaging was undamaged and unopened upon delivery.

16.7.9. If the packaging of a properly packed parcel has not been damaged in the process of transportation and the vehicles or other tools taking part in the forwarding did not collide or topple or, and they were not shaken apart, no damage compensation is payable for the objects inside the packaging due to mechanical, electrical or electronic interference.

16.7.10. The deterioration, corrosion, oxidation or discolouration of the contents of sent parcels are excluded from damage compensation.

16.7.11. Service Provider shall not be liable for damages if the consignment or its content is excluded under this General Business Conditions or if it may only be carried subject to conditions, and the Client failed fulfil the related requirements.

**Any packaging deficiencies must be proved by the Service Provider. The sender must prove that the damage was not due to an inner property of the postal consignment or to a packaging deficiency.**

## 16.8. LEGAL REMEDIES AVAILABLE AGAINST THE COMPENSATION CLAIM ESTABLISHED BY THE SERVICE PROVIDER

16.8.1. If the complainant does not accept the amount of compensation determined by **GLS Hungary**, and he is classed as a consumer under the Consumer Protection Act, then he may contact the Arbitration Board with jurisdiction in the area in which he lives or temporarily resides. Contact details of the Arbitration Boards: [www.bekeltetes.hu](http://www.bekeltetes.hu)

16.8.2. If the complainant does not accept the compensation procedure conducted by **GLS Hungary**, he may contact the National Media and Infocommunications Authority or, if he is classed as a consumer under the Consumer Protection Act, then the Arbitration Board with jurisdiction in the area in which he lives or temporarily resides. Contact details of the Arbitration Boards: [www.bekeltetes.hu](http://www.bekeltetes.hu)

## 17. TERMINATION OF THE CONTRACT

### 17.1. TERM OF THE CONTRACT

#### *17.1.1. Rules applicable to long-term agreements*

In the case of regular parcel delivery, the Individual Contract shall be concluded for an indefinite period of time, unless otherwise provided by the Client and **GLS Hungary**. The regular parcel delivery contract between the Client and GLS Hungary may also provide that the contract between the Parties is for a fixed term, in which case the provisions of the Individual Contract shall determine the duration of the contract.



Unless otherwise provided in the Individual Contract (framework contract) between the Parties, in the case of regular delivery of parcels, any Party may terminate the Contract between the Parties without giving any reasons with 30 days' notice. In this case, until the end of the notice period, the Parties shall be bound by the obligations set forth in the Individual Contract and these General Business Conditions. In this case the Client is obliged to dispatch the parcels in such a way that the Service Provider can attempt to deliver them during the term of the contract.

In the case of occasional consignments, the contract is concluded between the Parties for a definite period of time until performance by the Parties. After commencement of performance, the Parties shall not be entitled to normal termination of this contract. Should one of the Parties nevertheless terminate the contract, it shall be obliged to pay the resulting damages or the resulting costs of the other Party.

#### *17.1.2. Rules applicable to contracts concluded at a GLS ParcelShop*

In the case of a service ordered at a GLS ParcelShop, an ad-hoc postal service contract is concluded between the Parties by accepting pick-up of the consignment.

In view of the fact that the Service Provider commences performance upon parcel pick-up, there is no possibility to terminate the contract.

The sender may, after parcel pick-up, request that the delivery of the parcel be stopped and returned to the ParcelShop that picked up the parcel, which request the Service Provider attempts to fulfil. In Hungary, the Service Provider is unable to fulfil this request on or after the day of consignment delivery. The Sender acknowledges and accepts that in relation to the transport of export parcels, in the event it is no longer wished that the consignment should be delivered, then the sender may withdraw the order to convey or deliver the consignment to the addressee. **GLS Hungary** will always forward such requests to the partner country but cannot guarantee that it will be complied with.

No additional service can be ordered for a given consignment after pick-up.

#### *17.1.3. Special rules applicable to services ordered through the <https://ecsomag.hu> site*

**The Parties have concluded a distance agreement for the performance of basic and additional services ordered on the <https://ecsomag.hu> website. The Sender has the right to withdraw from said contract within 14 days after the service has been ordered, or to cancel the order after the service has started, subject to the conditions set out below.**

By ordering the service, the sender has expressly requested the Service Provider to start performance within the 14-day period available for withdrawal/cancellation.

In view of the fact that the Service Provider commences performance as soon as the service has been ordered, the sender shall be entitled to cancel the basic or additional services as per the following, which the sender expressly acknowledges and accepts.

**The Service Provider will only accept a cancellation statement under the following conditions, which means that only a statement made in the way and with the**

**content set out below will be suitable for producing legal effect:**

- **the sender sends the cancellation statement to the [ecsomag@glshungary.com](mailto:ecsomag@glshungary.com) e-mail address, and the statement is made by the sender (the party indicated as the sender in the order)**
- **the statement is sent from the e-mail address provided by the sender in the order;**
- **the statement includes the sender's name and the parcel number (if known to the sender);**
- **the statement clearly indicates the consignment with respect to which the sender wishes to rescind the service, and whether this rescission (cancellation) applies to the basic service and/or an additional service,**
- **the bank account number to which the Service Provider can refund the service fee is provided,**
- **in view of the nature of the service, the cancellation statement is communicated to the Service Provider within the time limit set out in the following paragraph.**

A template for the withdrawal/cancellation declaration is contained in Annex no. 4. The Service Provider also accepts a cancellation declaration that is not drawn up on the basis of the template in Annex no. 4 but contains all of the above elements. **The Service Provider reminds the sender that, due to the nature of the service, the cancellation of the contract (rescission of a basic or additional service) for parcels to be delivered domestically is only possible until the time of delivery, i.e. until the time the courier delivering the parcel picks up the parcel for delivery. If cancellation takes place after that time, the Service Provider will make every effort to stop the consignment, but cannot guarantee that the consignment will be stopped and returned to the sender. In the case of export parcels, the Service Provider can only stop the consignment and return it to the sender if the consignment has not yet been transferred to the partner country or is not yet in transit. If cancellation is communicated after that time, the Service Provider will attempt but cannot guarantee to stop the consignment and return it to the sender.**

In the event of a duly communicated cancellation, the Service Provider agrees to reimburse the service fee paid by the sender as set out in **Annex no. 5**.

#### 17.2. TERMINATION OF THE POSTAL SERVICE CONTRACT (COMMON RULES)

The postal service contract can be terminated

- a) by normal termination of the contract;
- b) by mutual agreement of the Parties to terminate the contract;
- c) by immediate termination by one of the Parties;
- d) if **GLS Hungary** has lawfully refused to perform the postal service contract for the reasons set out in these General Business Conditions or in statutory regulations;
- e) The regular parcel delivery contract is terminated if the parcel delivery is interrupted for 6 months without prior notice to the Service Provider, in which case the termination date of the contract is the date of expiry of the six-month period
- f) for services ordered on the <https://ecsomag.hu> site, the date of receipt of the notice of termination by the Service Provider in the case of a notice of termination given as described in section 17.1.3, provided that the service has not yet been completed (i.e. the

consignment has not been delivered to the addressee by the Service Provider by that date).

- g) in the case of a service ordered via the <https://ecsomag.hu> website, but with the parcel unposted, automatically after the 30th day.

**GLS Hungary** is entitled to terminate the contract with immediate effect in the event of a serious breach of contract by the Client (sender) or if there is reason to believe that the Client is acting in bad faith during the performance of the contract.

It shall be considered as a serious breach of contract on the part of the Client (sender) if it fails to fulfil its material obligations under the contract. Such breaches include, but are not limited to, the following:

- a) if the proportion of the Client's returned parcels exceeds 5% and the reason for this is not attributable to an error on the part of **GLS Hungary**.
- b) if the Client (sender) fails to meet its payment obligations arising from the contract by the due date for two consecutive months.

## 18. LIMITATION, ENFORCEMENT OF CLAIMS

Six months from the 15th day following the date of dispatch, **GLS Hungary** will be barred from its liability arising from the provision of postal service relating to damages arising from the destruction, partial or total loss or damage of the consignment, delayed performance of the time-guaranteed service, and non-contractual performance of the re-direction service.

If, during the limitation period defined in these General Business Conditions, the claimant filed a claim for damages under the legal title of partial or total loss, damage or destruction of the consignment or delayed delivery of a parcel dispatched with a guaranteed service, and the Service Provider disputed such claim for damages or failed to pay the amount of the damages within 60 days of the confirmation of legitimacy of the claim for damages, then the claimant may enforce its claim for damages before a court within the one-year limitation period commencing on the date of dispatch of the consignment. The duration of the arbitration board proceeding initiated based on a consumer dispute may not be considered as part of the claim enforcement period.

Regarding the compensation paid by the sender for damages caused by the consignment to the Service Provider or to other – extracontractual – third parties, the general rules of the Civil Code shall apply.

## 19. WRITTEN FORM/PARTIAL INVALIDITY/COURT JURISDICTION

### 19.1. WRITTEN FORM

19.1.1. Auxiliary and supplementary agreements, as well as variation agreements, shall only be valid if in writing.

19.1.2. **GLS Hungary** reserves the right, in respect of certain issues, to conclude an agreement with terms different from these **General Business Conditions**, although such agreement may not be in conflict with other, legal, regulations listed in section 1 above, or with other legal regulations governing postal activities, and shall only be valid if in writing.

19.1.3 On delivery of the Postal Service Contract and in connection with such Contract, the Client (sender) and **GLS Hungary** may send any representation to the other Party by email unless the contract between them, the applicable law or

the information provided by the other Party in that respect require a more formal method of communication, including but not limited to notification by post or by a letter with acknowledgement of receipt.

Any communication sent by email shall be deemed to have been sent by **GLS Hungary** to the Client when **GLS Hungary** sent it to the Client's official email address. The Client's official email address shall include the email address specified by the Client upon concluding the contract or officially amended by it subsequently, and all other email addresses the Parties have formerly used with regularity for communication between them in accordance with the established business practices.

Notification by email shall be deemed to have been communicated by the Client to **GLS Hungary** when the Client sent it from its official email address to the official email address of the responsible department of GLS Hungary. The official email addresses of **GLS Hungary**, in a breakdown by departments responsible, are available on the Service Provider's website.

If either Party claims that it has not been formally notified at its official email address, the other party shall demonstrate that the email was sent from its system. Such proof of notification may be rebutted by the other party. If no rebuttal is filed or the rebuttal fails, the representation shall be regarded to have been communicated to the other party.

For the sake of clarity, the fact that the information was duly sent by the Client (sender) to the Service Provider's official email address specified above shall only mean that the representation was communicated to the Service Provider, i.e. it shall not imply that the representation sent by email was acknowledged by the Service Provider. The Service Provider may, in view of the circumstances, request additional representations, information and documents, request the sending of documents by post and may reject the Client's (sender's) representation sent by email.

## 19.2. PARTIAL INVALIDITY

If any of the provisions of these General Business Conditions is or becomes invalid, this shall not affect the validity of the other provisions thereof. Such invalid provision shall be replaced with a provision that fulfils as closely as possible the business purposes of the original provision.

## 19.3. LEGAL DISPUTES

Any disputes over cases specified in the Postal Act shall be submitted by the Parties to the competence of the National Media and Communications Authority.

Parties agree that in the event of any legal disputes arising between them from the postal service contract, the court with geographical jurisdiction in respect of the location of **GLS Hungary**'s headquarters shall – subject to the value in dispute – have jurisdiction in the matter.

## 20. GENERAL OR LOCAL LIMITATION AND SUSPENSION OF SERVICE

**GLS Hungary** may limit or suspend parcel forwarding service compared to the terms of these General Business Conditions, if this is required due to an event of force majeure or a regulatory action.

Force majeure events are extraordinary, unpreventable events occurring through no fault of GLS, such as a natural disaster, extraordinary natural event or freak weather, war, revolution, blockade, export-import ban, industrial action outside its

sphere of interest, fire, flood, epidemic, quarantine, transport embargo and all other circumstance not listed herein that GLS is incapable of preventing and foreseeing, and for which GLS cannot be held responsible. Any circumstance resulting in the restriction of transport for a period of more than 2 hours, or measures by authorities entailing the evacuation of GLS facilities lasting for more than 1 hour, shall also constitute force majeure.

**GLS Hungary** may, due to traffic limitations or meteorological conditions, either suspend the service in certain areas or depart from the generally applied delivery rules.

**GLS Hungary** shall inform the **Clients** about any such limitation or suspension of the service. In these cases, the **Client** shall not be entitled to raise any claims for damages.

## 21. DATA PROTECTION, OBLIGATION OF CONFIDENTIALITY

### 21.1. GENERAL RULES ON DATA PROTECTION

**GLS Hungary** handles and forwards, as data controller, all such data as relates to the performance of its parcel delivery service or has come into its possession in the course of the performance of its postal service – with the exception of the cases stated in paragraphs 21.2-21.6, pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and the free movement of such data, and repealing Directive 95/46/EC (hereinafter: GDPR or the Regulation) and the provisions of Act CXII of 2011 on Informational Self-Determination and Freedom of Information, based on Act CLIX of 2012 on Postal Services (hereinafter: the Postal Act).

The Service Provider does not make the performance of the postal service dependent on the provision of any personal or other data, or of a declaration of consent to the processing of data, that is not necessary for the performance of the postal service with the content requested by the sender.

Service Provider shall transmit to a data controller or data processor located in a third country any data that is related to the performance of the postal service or obtained during the performance of the service in compliance with the Privacy Policy.

**GLS Hungary's detailed Privacy Policy and its annexes specified in the given document are incorporated into its General Business Conditions and can be accessed via its website using the following link:**

**<https://gls-group.eu/EU/en/dataprotection/qlshungary>**

### 21.2. CONFIDENTIALITY OBLIGATION REGARDING THE CONTENTS OF THE PARCEL

**GLS Hungary** may only familiarise itself with the contents of the forwarded parcels to the extent necessary for performing the service.

### 21.3. RULES OF OPENING A SEALED PARCEL

#### **GLS Hungary**

- 21.3.1. may not open any sealed parcels – except for the cases mentioned in paragraph 21.3.7;
- 21.3.2. may only examine any non-sealed parcels for the purpose of, and to the extent necessary for,

ascertaining the data necessary for dispatch, sorting, forwarding and delivery;

- 21.3.3. may not disclose to third parties any data obtained during the performance of the service – except for the Sender, the addressee (or other authorised recipients) and the organisations mentioned in paragraph 21.4.1;
- 21.3.4. may not hand over the consignment – for the purpose of examining its contents – to persons other than the Client, the addressee (or other authorised recipients) and the organisations mentioned in paragraph 21.4.1;
- 21.3.5. may not provide any information about the performance of the service to persons other than the Client, the addressee (or other authorised recipients) and the organisations mentioned in paragraph 21.4.1.
- 21.3.6. For the purposes of section 21.3.4., persons possessing the same authorisation as the Client (sender) are defined as any persons designated as such by the Client (sender). With respect to sections 21.3.3 and 21.3.5., persons possessing the same authorisation as the Client (sender) are also defined as persons who provide to **GLS Hungary** the unique identification data of the parcel, the password and the access code by electronic means of communication (telecommunication equipment, internet).

- 21.3.7. **GLS Hungary** may open a closed parcel if
  - 21.3.7.1. the wrapping of the parcel is damaged to such extent that the opening of the parcel is justified by the need to protect its contents, and the contents of the consignment cannot be protected by repackaging without opening the parcel;
  - 21.3.7.2. this is necessary for the elimination of a hazard caused by the contents of the parcel;
  - 21.3.7.3. may immediately open the parcel if, due to the probable dangerous or perishable nature of the contents of the postal consignment, the Service Provider cannot be expected to keep it until the deadline specified by these General Business Conditions;
  - 21.3.7.4. in the case of a postal parcel, after the retention period specified in these General Business Conditions.
- 21.3.8. GLS Hungary regulates the process of opening of parcels, and records the actions taken in a report. The fact that the parcel has been opened must be indicated on the consignment, and, if possible, the Sender must be notified accordingly, while also giving reasons.

If the product has been damaged to such an extent that it may cause accidents or is dangerous to human life or health, and if this damaged product has the potential to cause further damage to the property of the Service Provider or of a third party, the Service Provider is not obliged to store such product and is entitled to destroy it, provided it informs the sender about this.

### 21.4. GENERAL RULES FOR THE FULFILMENT OF THE CONFIDENTIALITY OBLIGATION, RETENTION PERIOD

- 21.4.1. **GLS Hungary**, as well as the person (organisation) performing the postal agency activity, must ensure, through appropriate organisational and technical measures, the confidentiality of the consignments forwarded through the use of the parcel service. **GLS Hungary**, as well as the person (organisation)

performing the postal agency activity, is obliged – provided that the statutory conditions are met and there is a request to this effect – to hand over or present any postal consignment, textual message or communication to the organisations authorised by a separate statutory instrument to examine the contents thereof, and shall also make possible the monitoring and storing of these, as well as any

other kind of intervention in respect of the consignment or textual message.

21.4.2.

Details of the retention of personal data made available or available to the Service Provider are contained in the Service Provider's Privacy Policy.

22. DEFINITION OF TERMS USED IN THE GENERAL BUSINESS CONDITIONS

Parcel	postal consignment as defined by Section 2(35) of the Postal Act	Delivery	the activity performed by the Service Provider during which the postal consignment is removed from the Service Provider's network or from personal supervision to the person entitled to receive it or placed in a mailbox or other means of delivery.
Individual Contract	The postal service contract between the Client and the Service Provider, which has been individually negotiated by the Parties. This also includes the long-term agreement between the Client and the Service Provider.	Intermediary courier	Pursuant to Section 20 of the Postal Decree, the postal consignment is delivered to the entity – intermediary courier – indicated in the address instead of the addressee if the addressee's place of residence, domicile or place of work is the <ul style="list-style-type: none"> <li>• Hungarian Defence Forces, Military National Security Service, law enforcement agency,</li> <li>• institution providing healthcare or social care,</li> <li>• hotel, student hostel, workers' hostel, holiday resort.</li> </ul> In the case of office buildings, commercial buildings, industrial parks, factory sites or other similar facilities used by more than one addressee or not operated by the user, the entity operating these facilities must act as intermediary courier if the postal service provider's access to the addressee in the building or on the premises is in any way limited, unsafe or the addressees' location cannot be clearly identified.
Sender	who concludes a postal service contract with GLS Hungary in their own name.		
Pick-up	the activity which results in the postal consignment entering into the network of the postal service provider which concludes the postal service contract at the pick-up point or at any other place agreed by the parties.		
GLS General Logistics Systems countries that are part of the network GLS API	the members of the GLS system at a given time  Using the GLS API, Clients can integrate the modules needed to dispatch parcels and order various services into their own systems, thus streamlining and accelerating label management operations. The specification needed for development is available on <a href="http://glsconnect.hu/">http://glsconnect.hu/</a> .		
GLS Connect	The Service Provider's customer software, which allows Clients to significantly simplify the administrative work involved in dispatching parcels. The GLS Connect software is available to Clients on the <a href="http://glsconnect.hu/">http://glsconnect.hu/</a> website.	Rollkarte	the shipping document used by GLS Hungary and issued in respect of each parcel number, on which the recipient certifies the receipt of the parcel.
GLS ParcelLocker	A device installed by the Service Provider to enable the secure and undamaged delivery of postal consignments.	Client	The party in a contractual relationship with GLS Hungary, the party bearing the costs at any given time. Unless otherwise agreed by the Parties, the Client is the sender in the case of a regular parcel delivery contract.
GLS Online	The online platform provided by the Service Provider, available for use by Clients	POD ("Proof of delivery")	of delivery certificate, an extract of the signed Rollkarte in the form of a copy, certifying delivery of the postal consignment.
GLS Customer Systems	GLS Connect, MyGLS, GLS Online	Postal Service	service consisting in the acceptance, collection, processing, transport and delivery of postal consignments, in whole or in part, performed in the course of an economic activity.
Long-term agreement	An individual contract between the Service Provider and the Client (sender), irrespective of its definite or indefinite term, during the term of which the Client regularly dispatches parcels.	Scanner	the device used for data recording during parcel forwarding,
IOD	Electronic or verbal information on parcel delivery	Head of the organisation	the Organisation's most senior official, company manager, or its chief

executive, as well as any such person who is entitled to sign on behalf of the company or to represent it generally.

Organisation a juridical person or other organisation.

## 23. AMENDMENT AND APPLICABILITY OF THE GENERAL BUSINESS CONDITIONS

These **General Business Conditions** are the amended version of the **General Business Conditions** issued on 1 April 1998, and are valid with effect from **1 April 2023**. Prior to their entry into force the General Business Conditions are reports to the National Media and Communication Authority, and from the 15<sup>th</sup> day preceding their entry into force they are accessible on the <https://gls-group.com/HU/hu/home> website.

The present **General Business Conditions** and its annexes are available to the Clients/Senders at the following locations:

- <https://gls-group.com/HU/hu/home>, which is also the official publication site of these General Business Conditions by the Service Provider;
- As an annex to the contract offer, the Clients accept the **General Business Conditions**, which represent part of the agreements concluded with them;
- on website <https://csomag.hu/hu>
- on website <https://ecsomag.hu> and
- are also posted in GLS ParcelShops.

Further information regarding the use of the service – i.e. a detailed description of the services, printed matter, forms, completion guidelines – are provided by **GLS Hungary** to its **Clients** in the "User Manual", and are also available via the <https://gls-group.com/HU/hu/home> website.

The following documents are annexed to these General Business Conditions:

Annex no. 1:	Service fees and other charges
Annex no. 1/a	Rates for consignments dispatched at a GLS ParcelShop
Annex no. 1/b	Rates for services ordered through the <a href="https://ecsomag.hu">https://ecsomag.hu</a> platform
Annex no. 1/c:	Other fees, costs
Annex no. 2:	Available services and additional services
Annex no. 3	Privacy Policy
Annex no. 4:	Withdrawal/cancellation statement (applicable only to services ordered on the <a href="https://ecsomag.hu">https://ecsomag.hu</a> site)
Annex no. 5:	In the case of a withdrawal/cancellation declaration for a service ordered on the <a href="https://ecsomag.hu">https://ecsomag.hu</a> site, the service fees to be refunded by the Service Provider