

REGULATIONS – GENERAL CONDITIONS OF RENDERING COURIER SERVICES (POSTAL AND TRANSPORT SERVICES) BY AGAP

The Polish language version of the General Conditions Of Rendering Courier Services (Postal And Transport Services) by AGAP is the governing document. The English language translation is provided for convenience only.

§ 1 Definitions

- Carrier** – company under the name of „AGAP Spółka z ograniczoną odpowiedzialnością” having its registered office in Warsaw in Jagiellońska 78 Str., entered in the National Court Register (KRS) under the number 0000025138 by the District Court of Warsaw, XII Commercial Department of the National Court Register, with the wholly paid-up capital of PLN 120,000;
- Carrier Service** – term denominating both Transport Service and Postal Service;
- Transport Service** – the service of delivering a Shipment containing documents and parcels other than post;
- Postal Service** – the service of delivering a Shipment containing post weighing over 50 g;
- Shipment** – parcel, package, bundle, container, envelope, bag, etc., whose delivery is ordered by the Client within the Transport Service;
- Client** – a natural or legal person, or an organisational unit of no legal personality who commissions Carrier to perform Courier Service;
- Bill of Lading** – document issued by the Client on Carrier’s form including details of the Client, the Addressee and their addresses, the Shipment, place of destination, designation of the Shipment based on its type, amount, weight and means of packaging, as well as the value of particularly valuable items;
- Addressee** – a natural or legal person, or an organisational unit of no legal personality indicated by the Client in the Bill of Lading as the Addressee of the Shipment;
- Agreement** – agreement commissioning the Courier Service;
- Price list** – price list of the Courier Service developed by the Carrier;
- Transportation Law** – act of 15 November, 1984 Transportation Law;
- Postal Law** – act of 12 June, 2003 Postal Law.

§ 2 Courier Service – General Regulations

- The Carrier shall render the Courier Service for Clients pursuant to individual commissions from the Client.
- The Courier Service shall be available within the borders of the Republic of Poland and abroad.
- The Courier Service may be implemented as Courier Service within the city, domestic or international services.
- Within the Courier Service, the Carrier shall collect the Shipment from the location indicated by the Client and deliver it to the location indicated in the Bill of Lading.
- Within the Courier Service the Carrier shall not deliver the following Shipments:
 - cash, securities and other documents used for making payments; valuable objects (jewellery, art objects, antiques, numismatics, etc.), firearms and cartridges; fast deteriorating goods or other articles requiring special transportation conditions; chemical or biologically active substances, animals, human remains and animal carcasses; drugs and psychotropic substances; medicines requiring special transportation conditions; articles whose properties may jeopardise health of persons coming in contact with them or that may damage or destroy other consignments or equipment; other goods whose transport is in breach of the law,
 - containing items whose transport is in breach of the law, particularly customs, sanitary and IATA regulations;
 - whose value exceeds the equivalent of PLN 50,000 (fifty thousand zloty),
 - whose transport is in breach of other regulations, particularly the Transport Law and if the delivery of a Shipment would be in breach of the Postal Law (especially the restricted area).
 - larger than (applies to the size of individual parcels): longer than 175 cm, when the combined length and circumference of the parcel exceed 250 cm, heavier than 31.5 kg per parcel (it is possible to ship a parcel weighing over 31.5 kg as individually agreed with the Carrier).
- The implementation of Courier Service for Shipments whose value exceeds the amount indicated in point 5c) may take place based on a separate agreement between the Client and the Carrier.

§ 3 Commissioning the Courier Service

- The Courier Service shall be commissioned to the Carrier via a telephone order of the Shipment. During the call, the Client shall define which service they wish to use: the domestic, city or international Courier Service. Phone numbers under which the Courier Service may be commissioned are provided by the Carrier on the website (www.agap.pl) and on promotional leaflets. The orders are taken 24 hours a day, 7 days a week.
- The Client may commission the Courier Service directly at the Carrier’s seat by delivering the Shipment there and issuing the Bill of Lading.

§ 4 Collection of the Shipment

- After the telephone order of the service, the Carrier shall collect the Shipment from the location indicated by the Client. While collecting the Shipment, the Client shall be obliged to issue a Bill of Lading based on a pattern used by the Carrier. As per Client’s request, the courier shall fill out the Bill of Lading as instructed by the Client, which does not relieve the Client from correctly filling the Bill of Lading.
- The Client may declare the value of the shipped goods by making a relevant note on the Bill of Lading. The declared value of items shall not exceed their market value or the value indicated in §2 point 5d).
- The Client shall guarantee that the content of each Shipment is correctly declared and described in the Bill of Lading and can be shipped.

- Each Shipment should be correctly described, marked, addressed and packaged by the Client in order to allow safe transport within the Courier Service, without the necessity for additional precautions.
- Together with the Bill of Lading, the Client shall be obliged to provide the Carrier with any documents necessary to deliver the Shipment as required by customs, fiscal or administrative regulations. The Carrier shall not be liable for failure to deliver the Courier Service or improper delivery of the Courier Service as a result of lack of documents mentioned above or provision of incomplete documentation.
- The Client shall guarantee that the Shipment does not contain items exempt from transport as understood by the applicable laws, as well as items mentioned in §2 point 5 above.
- The Client may demand that the Carrier provides them with a copy of the Bill of Lading or another confirmation of Shipment collection for the Courier Service.
- When the Bill of Lading is issued and the Carrier collects the Shipment, the Carrier and the Client enter into an Agreement.
- Should the external condition of the Shipment or its packaging deem it inappropriate for the Courier Service, the Carrier may demand that the Client file a written statement describing the condition of the Shipment. In case of gross discrepancies the Carrier may refuse the Courier Service to be implemented. The Carrier may refuse to collect a Shipment whose condition is faulty, the packaging inappropriate or missing.
- In particular, the Carrier shall have the right to refuse the Courier Service (entering into Agreement) in the following situations:
 - ordering the delivery of a Shipment containing items described in §2 point 5 above,
 - lack of possibility to deliver the Courier Service;
 - improper filling of the Bill of Lading, improper securing or packaging of the Shipment, lack of necessary information, documents or their improper filling;
 - failure to attach all necessary documents, inaccurate or improper filling thereof;
 - other cases provided by law, in particular Transport and Postal Law.
- The Client shall be obliged to provide the Carrier with the Shipment in condition appropriate for the Courier Service to be carried out and delivered without faults or damages.
- The Carrier may inspect the Shipment to establish compliance of the content to the information entered in the Bill of Lading and whether the Shipment does not contain items indicated in §2 point 5 above. The inspection shall be carried out in the presence of the Client. Should the presence of the Client deem impossible, the Carrier shall inspect the Shipment in the presence of persons invited for this task. The result of the inspection shall be put on the Bill of Lading or an attached protocol. Should any incoherence be observed between the information included in the Bill of Lading and the actual Shipment contents, the cost of the inspection shall be borne by the Client. In case of items exempt from transport being identified or failure to observe the regulations applicable to items allowed for transport on particular conditions, article 55 of Transport Law shall be applicable. In case of Postal Service, Shipment may be inspected based on the regulations of Postal Law and rules described above.

§ 5 Shipment Delivery

- The Carrier shall deliver the Shipment to the Addressee in the following time limits:
 - in city and domestic service:
 - Standard City Courier Service – within 2 (two) to 6 (six) hours of its collection,
 - Express City Courier Service – within 1 (one) to 4 (four) hours of its collection,
 - National Courier Service – should the consignment be shipped before 17:00 – by the end of the next working day upon the collection of the Shipment by the Carrier, should the consignment be shipped after 17:00 – the Shipment shall be delivered by the end of the second working day upon the collection of the Shipment by the Carrier, whereby the time limits for the city and domestic Courier Services are subject to change depending on the current traffic conditions (e.g. road reconstruction, heavy traffic, atmospheric conditions) at the Shipment collection location, its delivery or on the route between the collection and delivery locations. The Shipment delivery time limits are not applicable during holiday periods (detailed dates are available at Carrier’s offices).
 - in international service:
 - Europe – within 1 (one) to 7 (seven) working days,
 - Asia – within 3 (three) to 9 (nine) working days,
 - South and North America – within 2 (two) to 8 (eight) working days,
 - Africa and Australia/Oceania – within 3 (three) to 8 (eight) working days.
- The time limits of the Courier Service shall be suspended for the holiday periods.
- The Carrier is relieved from time limit obligations mentioned in point 1 above and the delivery date is extended in the following cases:
 - Shipment inspection which indicated that the Shipment is not consistent with the Bill of Lading details,
 - executing actions required by particular regulations,
 - changing of the Agreement or a hindrance in transport or delivery of the Shipment,

- d) overshipment or necessity to correct the loading,
 - e) executing particular actions concerning the Shipment,
 - f) restrictions introduced in accordance with article no. 8 of the Transport Law,
 - g) other instances stipulated by law, in particular Transport and Postal Law.
4. The time limit of the Courier Service is met if the Carrier delivers the Shipment to the Addressee before its expiry.
 5. The Carrier may commission the Courier Service to another carrier for the total delivery route or its part.
 6. Should the Addressee refuse to collect the Shipment or should it become undeliverable for other reasons, the Carrier shall notify the Client. Should the Client not provide instructions regarding the delivery of the Shipment, the Carrier shall store the Shipment or secure it otherwise notifying the Client.
 7. Should the Addressee refuse to collect the Shipment or in other cases when the Carrier is forced to return the Shipment to the Client, any costs related to the return of the Shipment shall be borne by the Client.
 8. Subject to point 9, the Carrier recommends and offers Shipment insurance based on the current Price list whose cost shall be borne by the Sender or the Addressee depending which party bears the cost of the Courier Service. The main conditions of the insurance agreement for the benefit of a third party concluded between the Carrier and the insurer are available for inspection at Sender's demand.
 9. Should the Sender order a Cash on Delivery Courier Service (COD) or should the Shipment's value exceed PLN 500 (five hundred zloty), the Sender is obliged to insure the Shipment on conditions offered by the Carrier. Should the Shipment not be insured, the Carrier may refuse the order of such Courier Service.
 10. The Carrier may refuse to provide the Courier Service if:
 - a) there are conditions which deem the implementation of the Courier Service impossible and which could not have been foreseen by the Carrier or whose results could not have been prevented,
 - b) the Client has not complied with these Regulations,
 - c) due to the subject of the Shipment it is not possible to deliver the Courier Service by available means of transport,
 - d) in case of other conditions stipulated by law, in particular Transport Law and Postal Law.
 11. In case of Shipment damage or decrease, the Carrier shall immediately develop a damage report.
 12. The Addressee may demand damage report to be provided upon finding the Shipment damaged. The report shall be prepared in the presence of Carrier's representative. The report shall be signed by the Addressee and Carrier's representative. The Addressee may demand the damage report to be prepared within 7 (seven) days from the date of Shipment's receipt.
 13. The Postal Service shall be considered unduly performed in the event of a delay in the delivery of the Shipment, its damage, partial or complete loss, due to Carrier's fault. The Postal Service shall be deemed non-performed in case of Shipment's loss. The Shipment shall be deemed lost when it fails to reach its destination specified in the Bill of Lading within 30 (thirty) days from the lapse of estimated delivery deadline for the Postal Service.

§ 6 Payment for Courier Service

1. By issuing the Bill of Lading the Client undertakes to pay to the Carrier the fee defined in the Price list.
2. Charges mentioned in point 1 are payable in cash during Shipment's collection for Courier Service or by transfer based on VAT invoice issued by the Carrier. The payment deadline of charges covered by VAT invoice shall amount to 7 (seven) days from the delivery date, whereby the Client may agree a different payment deadline with the Carrier.
3. Price list is available at the Carrier's seat and at every branch of the company. The Carrier reserves a right to change the Price list at any time.

§ 7 Carrier's Shipment Liability

1. The Carrier shall be liable for any loss, defect or damage of a Shipment incurred as of its collection for Courier Service until its delivery and for delays in the implementation of the Courier Service.
2. The Carrier shall not be held liable as described in point 1, for losses, defects, damages or delays in implementing the Courier Service due to reasons on Client's or Addressee's part, not caused by the Carrier, due to the characteristics of the shipped item or due to force majeure.
3. The Carrier shall not be held liable as described in point 1, for losses, defects, or damages of the Shipment which resulted from at least one of the following reasons:
 - a) improper marking of goods which are exempt from transport or accepted for transport under special conditions under a name which is inconsistent or insufficient or not following the conditions by the Client,
 - b) lack of, insufficient or improper packaging which results in damaged goods as a result of their natural properties,
 - c) particular vulnerability of goods to damage as a result of faults or natural properties,
 - d) loading, arranging or unloading the goods by the Client or Addressee,
 - e) transport of Shipments which according to regulations or agreement should be supervised, should the damage result from reasons the supervisor was supposed to prevent,
 - f) sending the Shipment containing items mentioned in article 2 point 5 above by the Client.
4. The Carrier shall not be held liable for loss or damage of a Shipment should it be delivered with no trace of damage or, in case the Shipment is delivered in a closed container, including intact seals of the sender, unless an authorized person proves that the damage was done during the period between the collection of the Shipment for transport until its receipt.

5. Should the damage partially result from circumstances for which the Carrier is responsible, the liability is limited to the extent in which the circumstances caused the damage.
6. Compensation for the partial or complete loss or damage of the Shipment between the time of its collection for transport until its receipt by the Addressee shall not exceed the value of the Shipment and in no case may it exceed PLN 500 (five hundred zloty). Limiting the maximum amount of compensation to PLN 500 (five hundred zloty) does not apply to consumers as stipulated by law.
7. Should, in the event of a delay in delivery, there occur a damage other than to the shipment itself, the Carrier, upon investigating a claim, undertakes to pay damages amounting to 99% (ninety nine percent) of transportation fee. The Client is not entitled to any other compensation should there be a delay in delivering the Shipment. The two preceding sentences do not apply to Clients who are consumers in which case Transport Law regulations apply, in particular article 83, or Postal Law regulations, in particular article 58.
8. The Carrier shall not be held liable for any partial loss which does not exceed the limits defined by relevant regulations and should there be no regulations – within the generally accepted limits (natural loss).

§ 8 Client's or Addressee's Liability for Shipment

1. The Client shall be held liable for the loss resulting from:
 - a) providing in the Bill of Lading or in any other form false, insufficient or wrongly noted indications and statements and for loss, incompleteness or incorrectness of documents required by particular regulations,
 - b) faulty state of the Shipment, lack of or incorrect packaging or improper loading,
 - c) Courier Service order with regards to Shipments containing goods described in §2 point 5 above.
2. The Client shall be held liable for any cost the Carrier would have to bear as a result of inaccuracy or incompleteness of data mentioned in point 1a.
3. The Client shall also be liable for costs resulting from reloading the Shipment in case the data regarding the weight of the Shipment included in the Bill of Lading are incorrect.
4. The Client shall be held liable for damages to third parties as a result of ordering Shipment of goods which are exempt from transport or not following the agreed conditions. Accepting the Shipment for transport does not relieve the Client from the liability.

§ 9 Complaints

1. Client or Addressee, depending on which party bore the cost of the Courier Service, are entitled to file a complaint regarding the non-performance or undue performance of the Agreement. The complaint must be submitted within 14 (fourteen) days from the delivery of the Shipment and in the event of non-performance of the Courier Service within 14 (fourteen) days from the lapse of estimated deadline indicated in §5 article 13.
2. The complaint shall be submitted in writing. The complaint shall include the date of its preparation, the name and address of the Carrier's seat, name and surname (company name) and the address (company seat) of the person filing the complaint, the title and justification for the complaint, the value of the claim (separately for each Bill of Lading), a list of attached documents and signature of a person entitled to file the complaint as well as other data stipulated by law.
3. The complaint shall include, adequately to the nature of the claim, original documents regarding the Transport Agreement and verified copies of other documents regarding the type and value of the claim.
4. Complaints shall be filed at the Carrier's seat.
5. The Carrier shall respond to the complaint within 30 days from the receipt of the complaint.
6. In the event when the filed complaint does not meet the requirements mentioned in points 2–4 above, the Carrier shall notify the complainant to remove the gaps within 14 days from the receipt of the notice with an explanation that failure to provide the missing information before deadline will result in closing the complaint procedure unresolved. The date of receiving the corrected complaint by the Carrier shall then be considered the date of filing the complaint.
7. The Sender, the Addressee shall have no right whatsoever to deduct the amount in dispute from past, present or future liabilities towards the Carrier. The above does not apply to consumers as defined by law.
8. Other deadlines and conditions of filing complaints and detailed procedure of processing complaints shall be regulated by the act of Minister of Transport and Construction dated 24 February 2006 regarding the shipment examining procedures and complaints procedure (Journal of Laws 2006 No. 38, pos. 266.).

§ 10 Final provisions

1. Any claims towards the Carrier shall expire as a result of the payment of Carrier's fee and the receipt of the Shipment without reservation.
2. In matters not provided for in these Regulations the provisions of law shall apply, in particular the Transportation Law and, with respect to Postal Service, the Postal Law.
3. The Carrier shall be entitled to modify the Regulations at any time. Any modifications to the Regulations shall enter into force within 7 days from the day of their announcement on the Carrier's website.
4. The Regulations shall enter into force as of 1 September, 2009.