



## **General Terms and Conditions of the TCE LOGISTIK HUNGARY**

### **TCE LOGISTIK HUNGARY KFT.**

Headquarters, business premises, central Customer Service Office:

H-1211 Budapest, Szikrataviró ut.17-21

hereinafter: TCE LOGISTIK HUNGARY

General Business Conditions pertaining to parcel forwarding and management

These General Business Conditions are based on the Hungarian General Forwarding Conditions (MÁSZF), the CMR (Convention on the Contract for the International Carriage of Goods by Road, signed at Geneva in May 1956 and amended by the CMR Protocol signed at Geneva on 15 July 1978), the Montreal Protocol and Hungarian Act CLIX of 2012 on postal services (hereinafter: Postal Act), and Govt. Decree 335/2012 (XII.4.) on the provision of postal services and on the detailed rules of postal services relating to official documents, and on the general contractual terms of postal services and on consignments that are excluded from the postal service or that may only be carried subject to conditions. With respect to the services falling under the effect of the Postal Act, the supervisory authority is the National Media and Infocommunications Authority (1133 Budapest Visegrádi u. 106; address for correspondence: 1376 Bp., Pf. 997; Telephone: + 361 468-0500; Fax: 468-0680; e-mail: info@nmhh).

#### **1. Introduction**

TCE LOGISTIK HUNGARY provides postal services that do not substitute for the universal postal service, to business, institutional and corporate Clients generally endowed with legal personality, who enter into long-term contracts with TCE LOGISTIK HUNGARY in respect of the use of such services, and pay the fee for the service periodically, in arrears, based on performance, by bank transfer.

TCE LOGISTIK HUNGARY may, in the cases set out in §40, subsections (6)-(10) of Act CLIX of 2012, refuse or suspend the execution or the performance of the contract. Furthermore, TCE LOGISTIK HUNGARY reserves the right to terminate the contract with immediate effect 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 TCE LOGISTIK HUNGARY.

TCE LOGISTIK 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 TCE LOGISTIK HUNGARY as service provider, and all those conditions the performance of which is required from the Client in order that TCE LOGISTIK HUNGARY may perform the forwarding of parcels at the appropriate standard of quality.

TCE LOGISTIK HUNGARY in all cases 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.

Although TCE LOGISTIK HUNGARY's product partly comprises an intermediated service (based on subcontractor performance), the TCE LOGISTIK HUNGARY technology ensures that parcels can be tracked and traced throughout the entire process.

## 2. Customer Service Office

TCE LOGISTIK HUNGARY maintains a Customer Service Office at its headquarters, which is open from 9 a.m. to 5 p.m. on working days, and, based on the parcel 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.

The Customer Service Office can be reached:

by phone on +36 706 041 967

by fax on +40 339 815 593

by email at: [international@tceholding.ro](mailto:international@tceholding.ro) , [hungary@tcelogistic.com](mailto:hungary@tcelogistic.com)

and [www.tceholding.ro](http://www.tceholding.ro).

Information related to the delivery status of parcels can be requested from the second working day following parcel dispatch, on the [www.tceorder.ro](http://www.tceorder.ro) website, using the Track&Trace function, based on the parcel number.

TCE LOGISTIK HUNGARY maintains a separate Customer Service Office for addressees, which is open on working days between 9 a.m. and 5 p.m.

Addressees who call the number +36 706 041 967 are provided with information about their parcels, based on the parcel number.

## 3. Enquiries, management of complaints

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 parcel information (IOD) service, in the case of parcels dispatched within the last 3 months, is provided immediately, and the delivery certificate (POD), in the case of parcels dispatched within the last 3 months, is sent within 4 hours. After this, the parcel information is kept available for a further one year, but the deadline for providing the information lengthens to 3 working days.

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

The POD is available as of the next working day in the case of deliveries within Budapest, and as of the second working day in the case of deliveries outside Budapest.

The Customer Service Office receives any damage reports and forwards them to the TCE LOGISTIK HUNGARY damage claims administrator.

In the case of complaints, the Customer Service Office receives the complaints, ensures that they are investigated and that the relevant corrective measures are taken, and informs the complainant accordingly.

Complaints may also be entered in the Customer Comments Book available at TCE LOGISTIK HUNGARY's headquarters and at the provincial delivery depots. The Customer Service Office checks the Customer Comments Book at least once a week, and investigates and remedies any complaints and observations in accordance with the usual procedure and timeframes.

The Customer Service Office addresses in writing all the complaints and observations within the shortest possible time, but certainly not later than within 30 days from the time the complaint is lodged.

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 contact the National Media and Infocommunications Authority.

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.

#### 4. Purpose and geographical validity of the General Business Conditions

TCE LOGISTIK HUNGARY performs the parcel-forwarding service strictly on the basis of a valid and effective contract. The contract may be concluded in the usual form, in writing, or after acceptance of the offer, in accordance with the content of the offer, although in all cases the precondition for validity is that the Client have the requisite number of parcel tickets, issued to it by TCE LOGISTIK HUNGARY, for posting the parcels, or the Client produce the parcel tickets and posting information in accordance with TCE LOGISTIK HUNGARY's system, and that it use these tickets whenever parcels are dispatched.

These General Business Conditions shall be valid for all the activities of TCE LOGISTIK 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 shipping of export parcels within countries belonging to the network of TCE LOGISTIK HUNGARY KFT. These General Business Conditions shall apply exclusively to transport-related tasks covered by contracts concluded with TCE LOGISTIK 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 TCE LOGISTIK HUNGARY in accordance with the General Contractual Conditions of the foreign partner.

The general rules relating to import parcels (dispatched abroad for delivery in Hungary) accepted by TCE LOGISTIK HUNGARY from its foreign partners are as follows:

- The delivery costs for import parcels are paid by the Sender in all cases; TCE LOGISTIK HUNGARY does not invoice the addressee for the delivery charge.
- There is a contractual relationship between the Sender and the foreign partner of TCE LOGISTIK HUNGARY.
- When taking receipt of import parcels, TCE LOGISTIK 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, TCE LOGISTIK HUNGARY's foreign partner receives written notification, and all further steps are taken on the basis of the instructions given by TCE LOGISTIK HUNGARY's foreign partner; in the absence of such instructions, on the 10th working day following the unsuccessful delivery attempt, TCE LOGISTIK 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.

- Damage claims may only be initiated in possession of a written deed of assignment from the Sender, the damage claim is processed in accordance with the terms of the contract concluded between the Sender and the foreign partner of TCE LOGISTIK HUNGARY within 30 days from its submission, and the duration of the investigation procedure may be extended once by 30 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. TCE LOGISTIK 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.

The products and services provided by TCE LOGISTIK HUNGARY:

- domestic delivery service (delivery on the day following pick-up, information on the transit time),
- export parcel delivery to EU member states and to Turkey, Norway and Switzerland, in cooperation with the TCE LOGISTIK HUNGARY KFT network,
- the import of parcels sent by the members of the TCE LOGISTIK HUNGARY KFT network to Hungary from the above countries, the customs clearance of the parcels in accordance with the addressee's instructions, and delivery of the parcels.

Domestic and export parcel forwarding – In accordance with the request of the Sender, TCE LOGISTIK 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). 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, or if this is not possible, the notice is left at the delivery address. In the event of a change of address, TCE LOGISTIK 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.

International delivery

A transparent and safe means of sending parcels to countries outside the European Union. Following customs clearance, the parcels are forwarded to their addresses by air in the UPS (IATA Air Cargo Agency) system.

Prohibitions and restrictions on imports may differ from country to country. Pursuant to §2, subsection d. of Govt. Decree 335/2012. (XII. 4.) the Client is responsible for enquiring as to whether the destination country will accept the goods to be sent. (The Client may enquire about this at TCE LOGISTIK HUNGARY's Customer Service Office by telephone.) The Sender is obliged to ascertain that there is no impediment to sending the goods by air cargo.

Value-added services available to domestic Clients for a special fee:

#### CashService

Cash-on-delivery (COD) – 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, the Client must have a EUR current account kept in E.U. , a RON account kept in Romania, a BLV account kept in Bulgaria, in order to use the service in these respective countries. In the case of export consignments, it is possible to order the service only through the installed TCE LOGISTIK HUNGARY WebOrdersoftware. TCE LOGISTIK HUNGARY reserves the right to pass on the additional costs resulting from the transaction duty introduced in January 2013.

#### DeclaredValueInsuranceService

Declared-value insurance: a supplementary insurance policy that may be taken out on a one-off basis, per parcel; for a maximum value of HUF 500,000 in the case of domestic parcels, and HUF 200,000 in the case of export parcels. The service may be ordered using the TCE WEBORDER SYSTEM.

#### SMSService

Short text message notification. The Sender notifies the consignee in an SMS text message on the day of dispatch of the parcel that the parcel will be delivered on the following working day. The text message is worded by the Sender, and can include the parcel's identification number and the amount that will be payable upon delivery. The telephone number of TCE LOGISTIK HUNGARY's Customer Service Office for addressees is automatically added to the end of the message. The service may be ordered using the TCE WebOrdersoftware and via the TCE Online platform; messages may be no longer than 160 characters.

#### 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. TCE LOGISTIK HUNGARY only assumes responsibility for properly packed and addressed consignments.

Since parcels are handled within the TCE LOGISTIK HUNGARY system using industrial technology, parcels that are not suitable for handling by way of the industrial 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 following conditions must be met during packaging:

- Only fully sealed parcels may 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.
- Breakable goods should be packaged in polystyrene or another padding material; a shape-retaining cardboard box is the only acceptable form of external packaging. A "Fragile" inscription only serves as a warning; it 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 collection (P&S, P&R or parcel exchange).
- Bottles and flasks placed in parcels should be protected by protective layers placed between them as well as at the bottom and at the top of each item.
- 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 strapped together in a bundle are unacceptable, as the bundles may fall apart and thus only the parcel unit 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 CashService is ordered, the full amount to be collected must be indicated in a consistent manner either on the CashService list or by sending the data electronically, as well as on the consignment itself, using a standard TCE LOGISTIK HUNGARY sticker. (If more than one parcel is dispatched, the CashService sticker must be attached to each parcel, indicating the amount to be collected, in accordance with the value of each parcel.) In the case of an incorrect or inadequate order, TCE LOGISTIK HUNGARY will attempt to clarify the data by contacting the Client.
- 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. TCE LOGISTIK HUNGARY does not check the contents of the parcels; the Client 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, and in such cases TCE LOGISTIK HUNGARY shall classify the parcel as dangerous goods subject to the ADR, and suspend its carriage. The Client bears full financial liability towards TCE LOGISTIK HUNGARY, if the Client has made an incomplete or erroneous declaration on exemption from the rules on dangerous goods. The Client shall bear the totality of damage claims, authority fines and penalties resulting from an incomplete or erroneous declaration by the Client.

- Products that are not subject to the ADR must be provided with packaging material that does not bear any markings relating to the ADR. Based on the markings that remain on the packaging, TCE LOGISTIK HUNGARY may decide whether or not to exclude the consignment from carriage.
- The packaging of goods that are subject to the ADR must also comply with the applicable requirements of the ADR.
- Tyres can also be transported unpackaged. One unit may not consist of more than 2 tyres. Tyres must be strapped and secured together in a manner that ensures that the tyres remain together during transportation and loading, and that the parcel label can be appropriately attached.
- Sheets of particle board must be packaged in 5-ply cardboard with edge and corner protection.
- TCE LOGISTIK 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.

Since TCE LOGISTIK HUNGARY considers it essential to protect shipments from damage, packaging advice may be requested by TCE LOGISTIK HUNGARY customers free of charge, through 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, and nor does it actually protect the goods!

TCE LOGISTIK 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. TCE Parcel Labels may be generated using the TCE WebOrder software and via the TCE Online platform. In such cases TCE LOGISTIK HUNGARY provides a series of parcel numbers to the Client, who generates and completes the parcel label with the appropriate data content, using the TCE software or his own system. The Client is responsible for the secure use of the parcel labels and the parcel number series, and shall pay the transportation costs of the parcels sent using the parcel labels that have been provided to him.

## 6. Collection of parcels

The parcels are collected from 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 TCE LOGISTIK 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. When picking up the parcels, the TCE LOGISTIK HUNGARY driver does not check the adequacy and addressing of parcels, although he may refuse to accept parcels that are clearly inadequate. The one-off sending of a consignment must be indicated by calling TCE customer service on +36 706 041 967 on the day before pick-up, or by 9 am on the day of pick-up.

Parcels for dispatch are accepted by either the receiving driver or the receiving parcel depot employee, against a Pick up receipt (also stamped by the driver), which serves only to confirm the number of parcels accepted. With the consent of the Sender it is recorded, on the Pick up receipt whether the itemised inspection takes place at the Sender’s premises (number of items has been checked) or at TCE LOGISTIK HUNGARY’s central parcel sorting plant (number of items has not been checked). The

acceptance of the parcels may take place at the Client's premises, in the TCE LOGISTIK HUNGARY Depot and in TCE LOGISTIK HUNGARY's central sorting plant, but the itemised registration and weighing of parcels may only take place, in accordance with the provisions of the contract, at the central TCE LOGISTIK HUNGARY central parcel sorting plant.

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 TCE LOGISTIK HUNGARY.

The address marked on the parcel or on the parcel label must contain 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

TCE LOGISTIK 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, TCE LOGISTIK HUNGARY may also provide parcel data via a computer system.

## 7. Delivery

At the time of delivery, the carefully packaged and legibly addressed parcel is handed over to the addressee by the delivery driver. In the case of personal delivery the addressee is required to ensure easy and safe access to the place of delivery. When the driver arrives at the destination to deliver the parcel, he may not be kept waiting; if he is kept waiting, the delivery process may be broken off.

Parcels are handed over upon signing of the receipt by the addressee, or by other persons (aged 14 years and over) who, under the given circumstances, can be assumed to be entitled to receive the parcels. These include, primarily, the persons present in the premises of the addressee, the owner of the property at the address or the person providing accommodation to the addressee, and those in possession of the appropriate letter of authorisation. TCE LOGISTIK HUNGARY does not investigate whether there is another natural person with the same name on the premises, who may have a claim to the parcel.

Delivery is confirmed by the addressee, by signing the form completed by TCE LOGISTIK 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.

TCE LOGISTIK 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, besides the recipient's signature, the number of the ID certificate or passport presented by the recipient must also be indicated.

Delivery shall only take place after the cash amount due in the case of the CashService (if such has been ordered) has been paid, and the receipt has been signed, prior to which the addressee may not examine the contents of the parcel.

#### 8. Weight and size restrictions

Parcels may be dispatched in a weight of up to 40kg per parcel (or 50kg for export consignments). The girth of the parcel (i.e.  $2 \times \text{height} + 2 \times \text{width} + 1 \times \text{length}$ ) may not exceed 3 metres, and the maximum permitted parcel sizes are: length 2 m, height 0.6 m, width 0.8 m. With the BusinessSmallParcel service the maximum weight of a parcel is 2 kg, and the maximum width is 40 cm.

Each parcel is weighed by TCE LOGISTIK HUNGARY automatically, in accordance with the provisions of the contract, at the Client's premises, at the time when the parcel arrives at the regional collection depot or the central dispatch plant, using electronic scales and the measured weight is allocated to the parcel number and automatically registered. The measured weight data serves as the basic data for the automatic invoicing process.

Within the TCE LOGISTIK HUNGARY system, parcels exceeding the weight of 40 kg or the specified size limits will not be forwarded in every case. TCE LOGISTIK HUNGARY shall be entitled to send any consignments that cannot be forwarded due to the above reasons by means of another carrier that undertakes the shipment of such consignments, and to charge any related costs to the Client. With respect to these consignments, the General Insurance Conditions shall not apply, and the delivery time guarantee shall cease to be valid.

#### 9. Objects excluded from the scope of TCE LOGISTIK HUNGARY's services

TCE reserves the right to reject or stop any parcel which contains goods that are prohibited by law, or which could cause damage to any other parcel, or which breach these General Business Conditions or endanger the physical wellbeing of employees.

The following items are excluded from carriage:

- goods packed inadequately and/or not in the standard forms of packaging customary in trade,
- overweight or oversized consignments,
- bundled parcels, parcels dispatched in wooden crates,
- 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,
- works of art, objects of sentimental value,
- temperature-sensitive goods,
- munitions, firearms, explosives and similar items, including weapons that function with compressed air or carbon-dioxide, and replicas that could be mistaken for genuine weapons, and the components thereof,
- narcotics and psychotropic substances,
- radioactive materials,
- flammable or fire-hazardous materials,
- parcels addressed to the addressee's PO box or land-registry title number,
- in the case of export consignments, goods subject to excise duty, alcoholic beverages and tobacco, and
- consignments with packaging that bears writing or images that are racist or obscene, or breach civil or personal rights,
- 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.
- If delivery is requested to a TCE OFFICE, then dangerous goods that may be transported in excepted or limited quantities under the ADR are excluded from carriage.

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 Organization) 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.

The Client is obliged to notify TCE LOGISTIK HUNGARY, prior to dispatch, about any parcels with a value that exceeds EUR 5,000.

#### 10. The service

TCE LOGISTIK HUNGARY performs the service as a carrier agent, and for fulfilling freight-forwarding tasks it uses the services of individual carriers, whose activity it monitors throughout the entire process,

and the quality of which activity 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.

TCE LOGISTIK 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.

In the event of any visible damage to the parcel or the packaging, TCE LOGISTIK HUNGARY allows the recipient to check the content of the parcel upon delivery, and the result of such checking is recorded in a report prepared together with the recipient.

Scope, characteristics and conditions of the service:

10.1. Content of the service: acceptance of parcels handed over at TCE LOGISTIK HUNGARY's depots, in the central parcel sorting plant or at the site designated by the Client, collection and transportation of parcels to the addressee, postage paid. TCE LOGISTIK HUNGARY primarily executes the instructions of the Client, and undertakes parcel forwarding, the costs of which are borne by the Client.

10.2. The release of the parcels takes place against the signature of the addressee or of another person who, depending on the circumstances, could be considered or assumed to be entitled to receive the parcels. These include, primarily, the persons present in the premises of the addressee, and those in possession of the appropriate letter of authorisation.

In the event of parcel delivery to a TCE OFFICE, the release of the parcel takes place upon the simultaneous provision of the parcel number and the individual/single-use identification code associated with it.

10.3. Parcels dispatched to TCE LOGISTIK HUNGARY at the place of pick-up by 1 p.m. 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).

In the case of export consignments, the transit time is between 1 and 5 working days (indicative data only), which may be extended by the time required for customs clearance.

10.4. If the first delivery attempt is unsuccessful, the second 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, TCE LOGISTIK HUNGARY will call upon the Client 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 TCE LOGISTIK HUNGARY for up to 5 working days (or 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 TCE LOGISTIK HUNGARY will not attempt a second delivery, TCE LOGISTIK HUNGARY will return the parcel to the Client.

TCE LOGISTIK HUNGARY makes 3 attempts to deliver parcels sent with the FlexDeliveryService. Unless instructed otherwise, the first attempt takes place on the next working day after sending, the second attempt on the 3rd working day following this, and the final attempt on the 5th working day.

10.5. Unlimited information on delivery (IOD) will be provided by TCE LOGISTIK HUNGARY to the Client regarding the parcels dispatched by it, from the morning of the second working day following pick-up, either by phone or through the web-based Track&Trace system. The Client may request a written proof of delivery (POD) free of charge for up to 5% of the average daily number of parcels consigned by the Client. TCE LOGISTIK 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 TCE OFFICE, only IOD may be requested.

10.6. The CashService, that is the collection of cash on delivery, is provided in the event of the Client's properly completed written order, or order sent via an electronic channel, confirmed by TCE LOGISTIK HUNGARY, or an order recorded in accordance with the provisions and sent by the specified deadline in the TCE WebOrder or the TCE Online system, with TCE LOGISTIK HUNGARY assuming full responsibility for the cash (collected on delivery against an acknowledgement).

The COD amount per parcel may not exceed HUF 499,999.

TCE LOGISTIK HUNGARY is entitled, on the basis of a resolution issued by an official authority, to withhold funds collected from the addressee but not yet transferred to the Client.

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

In the case of any uncollected COD amounts, the liability of TCE LOGISTIK HUNGARY shall extend to the limit of the collection service fee, in addition to which TCE LOGISTIK 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 TCE LOGISTIK HUNGARY and subsequent collection also fails, then a damage claim may be raised up to the amount of the COD. 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. 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 TCE LOGISTIK HUNGARY shall bear no liability for damage.

10.7. The DocumentReturnService, the DisplayService and the ItemisedDeliveryService are provided on the basis of separate written agreements. These agreements are not covered by the standard insurance conditions. Since during the provision of these services TCE LOGISTIK HUNGARY employees will work in close cooperation with the employees of the Client and the addressee, TCE LOGISTIK 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, TCE LOGISTIK HUNGARY shall bear no financial liability for such failure or any consequential losses. The Client may not raise any claims against TCE LOGISTIK 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.

10.8. Should the Client dispatch any parcels, without prior notification of TCE LOGISTIK 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), TCE LOGISTIK HUNGARY shall be entitled to perform the service and invoice the fee for such performance, even without a prior agreement.

#### 11. Parcel forwarding fee, reimbursement of costs

TCE LOGISTIK 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, TCE LOGISTIK HUNGARY only undertakes export parcel forwarding with DAP or DDP parity.

Special customs clearance orders are performed by TCE LOGISTIK 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 TCE LOGISTIK HUNGARY, in compliance with such agreement.

In the case of export orders, TCE LOGISTIK HUNGARY starts out from the assumption that the Client is responsible for the correctness of the parities communicated to TCE LOGISTIK HUNGARY. Thus, if according to the parity, 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 TCE LOGISTIK HUNGARY all such expenses that have not been settled by the foreign recipient.

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

#### 12. Obligations of the Client

The Client is obliged to package each parcel in compliance with the industrial standards pertaining to parcel handling, providing the parcels with the adequately completed standard TCE LOGISTIK HUNGARY parcel labels and documents. TCE LOGISTIK HUNGARY is not liable for any errors in the completion of

labels. The addressing of the parcel – especially the addressee’s details – must be complete. The Client must, during its cooperation with TCE LOGISTIK HUNGARY, proceed in accordance with the guidelines of the TCE LOGISTIK HUNGARY User Manual.

The Client may not hand over to third parties the parcel labels and parcel number series placed at the Client’s disposal by TCE LOGISTIK HUNGARY. The Client shall bear all risk arising from a breach of this prohibition.

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

If the Client consigns goods excluded in section 9, or fails to meet its obligations set out above, TCE LOGISTIK HUNGARY may temporarily refuse to perform the service for the beneficiary.

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.

The Client is required to inform TCE LOGISTIK HUNGARY of all major changes of data in writing, without delay. Such a reporting obligation applies in the following instances, among others:

- a change to the Client’s name or address,
- a change to the place of parcels collection,
- a change to 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,
- a change in the form of incorporation.

The Client assumes full liability for ensuring that the data provided by it to TCE LOGISTIK HUNGARY does not breach the rights and lawful interests of either the Client or the third parties concerned (especially the addressee). The Client, concurrently with the sending of the data, acknowledges that it possesses the necessary authorisation with respect to the data and to the data usage (especially for the use of the addressee’s fixed-line and mobile telephone numbers, in the manner and extent necessary for providing the service).

TCE LOGISTIK HUNGARY excludes any liability on its part in relation to the data provided to it by the Client, and the handling thereof during the provision of the service.

### 13. Right of disposal

The Client may, in the absence of the addressee, authorise TCE LOGISTIK HUNGARY to deliver the parcel to a neighbour or another appropriate person. In the case of such – written or verbal – authorisations, the certificate of receipt (IOD, POD) will be prepared in a modified format.

In the case of an export parcel, TCE LOGISTIK HUNGARY may also proceed in accordance with the written instructions of the addressee, or may accept a delivery driver’s note instead of the delivery receipt.

#### 14. Invoicing, prepayment

TCE LOGISTIK HUNGARY performs the service exclusively subject to the payment of postage by the Client; it does not forward parcels in respect of which the postage is to be paid by the addressee.

The invoice for the service is always prepared subsequently, in one or two invoicing cycles per month, as may be agreed.

TCE LOGISTIK HUNGARY invoices the performance by service type, in a single amount, with a payment deadline of 5 working days from the date 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 is obliged to settle the invoice by bank transfer, within the specified deadline. In the event of non-payment or a significant delay in payment, that is, following expiry of the payment deadline, TCE LOGISTIK HUNGARY is entitled to offset its overdue receivables against the claims of the Client, and is entitled to assert a retention and lien right in accordance with the effective statutory provisions. In the event of late payment, TCE LOGISTIK HUNGARY shall, from the first day of default, charge default interest on the basis of §6:48 of the Civil Code and §6:155 of the Civil Code, and a flat collection fee of EUR 40 in accordance with the provisions of §6:155 (2) of the Civil Code. TCE LOGISTIK HUNGARY is entitled to claim reimbursement of its legal and other costs incurred in connection with the collection of the receivable.

After expiry of the payment deadline, TCE LOGISTIK HUNGARY is entitled to engage a third-party receivables management company to manage its outstanding receivable from the Client. In this case, TCE LOGISTIK 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. Personal details to be provided:

- the details necessary for identifying the Client;
- the contact details necessary for the receivables management (address, email address, telephone number);
- the details necessary for identifying the receivable.

#### 15. Warranty

TCE LOGISTIK HUNGARY undertakes a commitment to the effect that, if the Guaranteed24Service is purchased, then in the event of late delivery for reasons attributable to TCE LOGISTIK HUNGARY (assuming a transit time exceeding one working day), the transport charge and 200% of the service fee will be refunded to the Client.

In respect of other aspects of the warranty, unless otherwise provided for in these General Business Conditions, 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

With respect to every single parcel, in the course of the damage claim procedure, observing §51 (7) of Act CLIX of 2012 on Postal Services, based on the authorisation set forth in §44. (2), in place of the provisions of §44 (1), (3)-(8), and §45-51, TCE LOGISTIK HUNGARY stipulates application of the rules of the Civil Code relating to liability for damage caused by a breach of contract. TCE LOGISTIK HUNGARY provides compensation coverage (parcel insurance) for the Client in the event of damages attributable to TCE LOGISTIK HUNGARY, i.e. damages resulting from negligent or unprofessional handling, including partial or total loss or destruction of the parcel. The fee for the automatic parcel insurance is included in the transport charge paid by the Client. The insurance policy only provides coverage for direct damage, with respect to the replacement or repair value, and excluding any consequential damages.

Grounds for legitimate claims for compensation are established in the event that the claim for compensation is made in writing within 3 working days from delivery or returned delivery, and if the damage is demonstrably due to reasons attributable to the service provider.

Failure to meet the above deadline shall render the claim for compensation null and void.

If the insurance fee is included in the base price of the domestic service, the amount of indemnity is the same as the acquisition, replacement or repair value, which may occasionally also include the service fee, but may not exceed HUF 50,000. The taxes related to the cost of acquisition shall be settled in accordance with the prevailing statutory requirements. TCE LOGISTIK HUNGARY shall not be held liable for any claim arising from the late delivery of parcels without a guaranteed service.

If double the fee of domestic service exceeds this amount, the insurance will provide coverage up to double the freight charge.

In the case of the GlobalBusinessParcel service, the parcel insurance provided automatically upon payment of the carriage fee ensures a maximum coverage of SDR 19 per kg of the parcel's gross weight.

The Client may – subject to the payment of an extra charge – take out insurance for a higher value, although such insurance policy is only concluded on the basis of a declaration by TCE LOGISTIK HUNGARY certifying the extension of coverage.

In the event of non- or late performance of a guaranteed deadline service, the indemnity amount may amount to double the delivery charge and service fee. It will not qualify as a claim incident if TCE LOGISTIK 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 TCE LOGISTIK 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 TCE LOGISTIK HUNGARY shall only bear liability up to the limit of the service fee. For late performance of non-guaranteed deadline services TCE LOGISTIK HUNGARY shall not have compensation liability.

Without the consent of TCE LOGISTIK HUNGARY, the Client has no right to assign its insurance claims to any third party.

TCE LOGISTIK HUNGARY shall not provide any insurance coverage in respect of valuables that are already covered by other insurance policies. The Client is entitled to take out a supplementary insurance policy.

The service provider shall arrange for the payment of the compensation that it considers justified within eight working days from the date of assessment.

The procedures to be followed in relation to insurance events are regulated by TCE LOGISTIK HUNGARY in the General Parcel Insurance Conditions.

#### 17. Limitation clause

After the passing of one year from the 15th day following dispatch, all claims outstanding against TCE LOGISTIK HUNGARY on any legal grounds shall expire.

#### 18. Written form

Auxiliary and supplementary agreements, as well as any other agreements, shall only be valid if in writing.

TCE LOGISTIK 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. Severability / Jurisdiction

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.

Any disputes shall be submitted by the parties to the competence of the National Media and Communications Authority. The court with jurisdiction is: the court of justice with jurisdiction in the location of the TCE LOGISTIK HUNGARY headquarters.

#### 20. General or local limitation and suspension of service

TCE LOGISTIK 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.

TCE LOGISTIK HUNGARY may, due to traffic limitations or meteorological conditions, either suspend the service in certain areas or depart from the generally applied delivery rules.

TCE LOGISTIK 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. TCE LOGISTIK HUNGARY handles, processes and forwards all the data related to the parcel-forwarding service as well as those obtained during the performance of the service – subject to the differences mentioned in paragraphs 2-6 – with due consideration to Act CXII of 2011 on Informational Self-Determination and the Freedom of Information, and to Act CVIII of 2001.

21.2. TCE LOGISTIK HUNGARY may only familiarise itself with the contents of the forwarded parcels to the extent necessary for performing the service.

### 21.3. TCE LOGISTIK HUNGARY

21.3.1. may not open any sealed parcels – except for the cases mentioned in paragraph 5;

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 7;

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 7;

21.3.4. 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 7.

21.4. For the purposes of paragraph 3, point 4), persons possessing the same authorisation as the Client are defined as any persons designated as such by the Client. With respect to points c) and e), persons possessing the same authorisation as the Client are also defined as persons who provide to TCE LOGISTIK HUNGARY the unique identification data of the parcel, the password and the access code by electronic means of communication (telecommunication equipment, internet).

21.5. TCE LOGISTIK HUNGARY may open a closed parcel if

21.5.1. 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;

21.5.2. this is necessary for the elimination of a hazard caused by the contents of the parcel;

21.5.3. the parcel may be sold by TCE LOGISTIK HUNGARY in order to recover the unpaid fee.

21.6. TCE LOGISTIK 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.

21.7. TCE LOGISTIK 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. TCE LOGISTIK 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.

Definition of terms used in the General Business Conditions

IOD – electronic or verbal information on parcel delivery,

Rollkarte – the shipping document used by TCE LOGISTIK HUNGARY and issued in respect of each parcel number, on which the recipient certifies the receipt of the parcel; the POD is an extract of the signed Rollkarte, in the form of a copy,

Scanner – the device used for data recording during parcel forwarding,

Countries belonging to the TCE Systems network – the members of the TCE system at a given time,

Client – the party in a contractual relationship with TCE LOGISTIK HUNGARY, the party bearing the costs at any given time.

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 September 2015. Prior to their entry into force the General Business Conditions are reports to the National Media and Communication Authority, and from the 15th day preceding their entry into force they are accessible on the [www.tceholding.ro](http://www.tceholding.ro).

These General Business Conditions and the standard price list are published by TCE LOGISTIK HUNGARY on the [www.tceholding.ro](http://www.tceholding.ro). The Clients shall always receive, as an annex to the contract offer, a copy of the General Business Conditions, which will also constitute an inseparable part of any contracts they may conclude.

Further information regarding the use of the service – i.e. a detailed description of the services, printed matter, forms, completion guidelines – are provided by TCE LOGISTIK HUNGARY to its Clients in printed form in the "User Manual", and are also available via the [www.tceholding.ro](http://www.tceholding.ro).

General Manager

Flavian M. FECIORU