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Introduction

GLS General Logistics Systems Romania SRL (hereinafter "GLS Romania" or "GLS"), headquartered in Șelimbăr, Ștefan cel Mare Street, no. 3, Parc Industrial Șelimbăr, 557260, Sibiu County, offers and provides postal services relating to domestic and international consignments, under the following conditions:

GLS Romania will always pick-up shipments as long as the consignor respects the General Terms and Conditions regarding postal services that are the subject of the public offer launched by GLS Romania, which addresses both the business sector and natural persons.

These General Terms and Conditions define the obligations undertaken by GLS Romania and all those conditions the performance of which is required from the Client (consignor) in order that GLS Romania may perform the forwarding of parcels at the appropriate standard of quality.

These Terms and Conditions apply to the activities of GLS General Logistics Systems Romania in the field of postal services, primarily for the performance of postal service activities domestic and international consignments, for consignments pick-up, for the loading, unloading, handling, transshipment operations and temporary storage due to the impossibility of their delivery.

Definition of terms

Definition of terms used in these General Business Conditions:
Recipient – the person to whom the shipment is addressed;

Sender – contractual partner of GLS, legal or natural person respectively, who initiates and introduces the consignment into the postal services network;
GLS – General Logistics Systems Romania SRL, GLS Romania;
IOD – electronic or verbal information on parcel delivery (Information-On-Delivery);
POD – the proof of delivery for the consignment / the extract of the signed transport document, in copy (Proof-Of-Delivery);

Terms for consignment acceptance

The sender must properly protect the goods of the consignment in order to protect them from damage, destruction and in order not to cause damage to persons, the environment, facilities used or other consignments throughout the period of service. Appropriate packaging used by the sender, in every case, is considered to protect the postal item from pressure, shock, leakage, etc., from dispatch / pick-up by the supplier's staff until delivery to the recipient, under normal conditions of collection, sorting, transport and delivery.

GLS Romania accepts consignments presented by the sender, properly packaged, with an opaque external packaging that does not allow the contents to be viewed and which have the full identification data of the recipient filled in (name and surname / company name – for legal persons, including the street, number, block and block number, floor and apartment number, except for consignments with *CashService* – where the identification data of the sender must be included).

The sender is responsible for the parcel packaging, as well as for the data registration of the parcel label, in accordance with the contractual arrangements concluded with the supplier.

Consignments containing fragile goods must be properly packaged by the sender, using padding, anti-shock polystyrene, lining and filling materials aimed at protecting the goods or any another material that mitigates the mechanical shock, and must have the "Fragile" label attached; a "Fragile" inscription only serves as a warning, it does not protect the

goods lacking properly packaging materials. GLS Romania undertakes to recognize and comply with the inscriptions / labels attached to the consignment by the sender, and to pay special attention to the handling and storage of the concerned consignments.

The following conditions must be met during packaging:

- Only fully sealed parcels may be dispatched (dispatched closed);
- 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.
- Electronic devices and other products recalled for repair should be dispatched in their original, complete packaging, with appropriate padding.
- 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, with protection materials and padding.
- 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; each box must be individually labeled and packaged separately from any other consignment.

- The bag containing the address, the label, the parcel ticket and the delivery note, as well as the stickers used for identifying additional features, must be attached by the sender to the largest side of the parcel next to the GLS bar code label.
- If several parcels are dispatched to the same address, the stickers indicating the use of any additional features must be affixed by the senders to each of the parcels.
- For legal persons, if *CashService* is ordered, the full amount to be collected must be indicated on the *CashService* list or, by sending the data electronically, as well as on the consignment itself, using a standard GLS sticker (if more than one parcel is dispatched from the same sender, at the same time, being delivered to the same address, the *CashService* sticker must be attached to each parcel, indicating the amount to be collected for each parcel).

- In the case of incorrect or incomplete information, **GLS** will attempt by any means to clarify the situation.
- For private senders (natural persons): the amount to be collected must be indicated on the external packaging or on the attached label.
- Goods with hazardous content, even with external indications, are not accepted under any circumstances.

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

Objects excluded from the scope of GLS Romania's services

The following items are excluded from carriage:

- goods packed inadequately;
- bundled parcels;
- perishable, infectious or repugnant goods;
- human remains, ashes;
- livestock and plants;
- motors;
- consignments in sacks, bags, or loosely packed consignments;
- particularly valuable goods, such as cash, stamps, precious metals, documents of monetary value, drawn lottery tickets and similar items, genuine pearls, jewellery, precious stones, securities or gambling winning tickets;

works of art, objects of sentimental value;

- persihable goods, temperature-sensitive goods or products that require temperature control;
- munitions, firearms, explosives and similar items;
- parcels addressed to the addressee's PO box;
- parcels showing old labels that have not been removed;
- parcels consisting of goods for which special transport conditions are established by administrative, economic, sanitary, veterinary, phytosanitary and similar legal provisions;
- consignments with packaging that bears writing or images that are contrary to public order or good morals, as well as consignments containing goods that are

contrary to public order or good morals, whether unpackaaged or in transparent packaging.

- international parcels containing goods subject to excise duty, alcoholic beverages and products containing alcohol, or tobacco products;
- dangerous goods listed in the ADR (Agreement concerning the International Carriage of Dangerous Goods by Road).
- consignments (goods) personal belongings, that are prohibited in accordance with all applicable sanctions, for example because of their contents, a targeted recipient or the country to or from the goods are shipped; sanctions include all applicable laws, regulations and measures imposing penalties (including any trade or economic restrictions or sanctions) to countries, individuals or legal persons, including but not limited to sanctions brought by the United Nations Organisation, the European Unoin and the member states of the European Union.

In addition, it is forbidden to dispatch products and goods that are prohibited under legal provisions (for example, but not limited to: explosives, toxic substances, flammable or fire-hazardous materials, psychotropic substances, narcotics, weapons or components, munitions etc.). The sender is required not to bring in the postal network parcels that are forbidden by legal provisions.

Parcel weight and size restrictions

Parcels may be dispatched in a weight of up to 31.5 kg per parcel.

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In case of legal persons:

The girth of the parcel (i.e. 2 x height + 2 x width + 1 x length) may not exceed 3 m, and the maximum permitted parcel length is 2 m, maximum height 0,6 m and maximum width 0,8 m. Parcels with the weight of up to maximum 2 kg and the maximum length of 40 cm will be called *BusinessSmallParcel*, and the rest having the weight of up to 31.5 kg and the maximum length of 2 m will be called *BusinessParcel*.

Each shipment will receive a parcel label with an individual bar code.

Each parcel is weighed by GLS – in accordance with the provisions of the contract concluded with other legal persons – automatically 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.

For private individuals, considering the standard tariffs of the public offer, the size category of the parcel (XS, S, M, L, and XL) will be established based on the parcels dimensions.

The longest side of a parcel shipped via www.trimitepachet.ro is not allowed to exceed 50 cm.

The maximum dimensions (sum of the longest and shortest sides) of parcels that can be placed in the GLS ParcelLocker:

35 cm – XS parcel
50 cm – S parcel
65 cm – M parcel
80 cm – L parcel
100 cm – XL parcel

Storage deadline of postal items

For parcels that could not be handed over to the consignee or returned to the sender, **GLS** Romania will keep these parcels available for 9 months from the date of their submission. Upon expiration of this deadline, unclaimed parcels pass from the ownership of the sender to the ownership of GLS Romania.

GLS Romania has the obligation to hand over to the sender the registered parcel that could not be handed over to the recipient in one of the following cases:

The recipient's address does not exist (or is incomplete, the address cannot be identified unless it includes the street, number and, where appropriate, the block and block number, the floor and the apartment), there is no construction at the respective address to which the parcel may be handed over, or an available postal delivery service;
The recipient or authorized person to receive the parcel was absent, after the expiry, where applicable, of the temporary storage period of the parcel.
The recipient or authorized person to receive the parcel refused, upon case, to accept the parcel or, according to the law, the written confirmation of the successful parcel collection in case of delivery against receipt or/and the payment of the COD (Cash-On-Delivery) amount for parcels associated with *CashService*.

Confidentiality

GLS General Logistics Systems Romania SRL must ensure, through appropriate organisational and technical measures, the confidentiality of the consignments forwarded through the use of the GLS parcel service.

GLS Romania must ensure the secrecy of the consignments – the retention, opening or disclosure of parcels is allowed only under the conditions and with the procedure provided by the law.

In the event of failure to fulfil payment obligations by the deadlines specified in the commercial contracts entered into, GLS reserves the right, without the need to obtain additional consent from the Sender, to engage a third party specializing in debt collection to manage and recover outstanding debts.

To this end, the Shipper agrees that GLS may provide the third party with the information necessary for debt collection, including identification data, relevant contractual details, the amount and status of the debt, as well as the contact information of the persons designated by the Shipper to communicate and manage the contractual relationship (name, phone number, email address).

The parties acknowledge that the transfer and processing of this data are carried out based on GLS's legitimate interest in recovering debts arising from this contract and in compliance with applicable provisions regarding the protection of personal data.

In the case of international parcels, both parties shall additionally comply with the relevant legal provisions in the customs field, as well as the legislation of the other states transited by the parcels and, respectively, the territory in which the postal item is to be collected / delivered.

Obligations of GLS General Logistics Systems Romania SRL

GLS Romania performs the postal deliveries in the best safety conditions possible, permanently ensuring that parcel will reach the recipient. Additionally, GLS Romania protects the content of postal items through the following actions:

a) GLS may not open any sealed parcels;

b) GLS may not disclose to third parties any data obtained during the performance of the (postal) service – except for the Sender, the addressee and the competent bodies;

c) GLS may not hand over the consignment/offer access – for the purpose of examining its contents – to persons other than the sender, the addressee (or other authorized recipients) and the competent bodies;

d) GLS may not provide any information about the performance of the service to persons other than the sender, the addressee (or other authorised recipients) and the competent bodies.

Obligations of the sender

The sender is obliged to package each parcel in compliance with the industrial standards pertaining to parcel handling; additionally, only for contractual partners, to provide the

parcels with the adequately completed standard GLS parcel labels (made available by the supplier free of charge), carrying all details of the recipient (and where *Cash**Service*** is requested, the sender's details are necessary), respectively to provide the relevant documents, where appropriate.

In addition, in the case of *CashService*, the amount to be collected from individual recipients will be registered on the package of the parcel or on the label attached to the delivered parcel.

GLS Romania is not liable for any errors in the completion of labels.

If the consignments clearly do not comply with the set out requirements, then GLS Romania is obliged to refuse acceptance of the parcels.

The sender, legal person, or GLS may use the following proof 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 sender's own system, the computer data file in electronic format, agreed between the sender and GLS Romania, under the existing contractual agreement.

The sender, legal person, is obliged to pay the service charge within the specified deadline, according to the contractual provisions agreed between parties, in the bank account of GLS General Logistics Systems Romania SRL.

Otherwise, GLS General Logistics Systems Romania SRL is entitled to charge penalties for each day of delay which, in the total amount, may exceed the amount of the invoice, according to the provisions of the contract concluded between the two parties.

For individual senders, the service shall be paid in advance by bank transfer.

Services provided and offered by GLS

The delivery service offered and provided by **GLS Romania**, namely the additional features offered and provided for the delivery service, are mainly the following:

ExpressParcel service

GLS Romania provides the *ExpressParcel* service, a postal service that collectively consists in:

- Handing over the postal item to the recipient's address, personally to the recipient or to the person authorized to receive the postal item;
- Liability for the parcel's late delivery;
- Fast parcel forwarding;
- Issuance by the supplier to the sender of a document that allows the supplier to internally identify the parcel in the postal network and certifying the date, hour and minute of filing;
- GLS Romania shall mark all parcels subject to this service with the label "Express".
- In case the sender has opted for the *ExpressParcel* service, the individual identification of the parcel is assured and, on this basis, tracking&tracing the parcel in the technological process (parcel / consignment subject to *ExpressParcel* service).
- **GLS** does not provide the *ExpressParcel* service within the same locality/town.
- In the event of delays for reasons attributable to GLS Romania, for Express parcels – which have a guaranteed delivery time –, twice the premium charged for the service shall be credited as compensation (the difference from a standard parcel) for each 24 hours of delay.
- For *ExpressParcel* service, parcels that are subject of this service are handed over from Monday to Thursday, from 10:00 to 18:00.
- The delivery times that GLS Romania guarantees for the *ExpressParcel* service with domestic consignments are: 24 hours between counties and county residences,

36 hours in other towns, this postal service not being available within the same town (collection and delivery from/within the same locality);

- In the case of international parcels subject to *ExpressParcel* service and collected from Romania, the period of time the parcel is located in Romania may not exceed the limits stipulated by these conditions, related to domestic parcels;
- For international parcels subject to *ExpressParcel* service, collected from Romania that are to be delivered to a consignee in one of the Member States of the European Union or the European Economic Area, the time the parrcel is located outside Romania will not exceed 240 hours.

*Pick&Ship**Service*** și *Pick&Return**Service***

Excelusively for trade contracts concluded with legal entities, GLS Romania offers the additional feature *Pick&ShipService* (Pick-up and Delivery), and *Pick&ReturnService* (pick-up and return) for domestic and international parcels (with the exception of *ExpressParcel* service) and which facilitates the trade of parcels for consumption, the collection, transport and delivery of postal items consisting of goods requiring repairs, guarantees, etc. (in which case the charge for the second service benefiting from the *Pick&ReturnService* feature is free of charge for the person from whom the parcel is sent - sender), the service fee being paid by the recipient of the parcel;

Requests for parcel pick-up, for which this additional feature is desired, shall be made the day before their collection by 17.00.

- Upon pick-up, GLS Romania does not check the documents relating to return parcels; these are not accepted separately from the parcel, the documents must be attached/adhered to the parcel in question or placed inside.
- Should the legal person request the consignment of more parcels than there are stated on the prior written order, according to the provisions of the trading contract

concluded between the two parties, the additional parcels will not be collected because GLS Romania's employee only has a number of parcel labels equal to the ones stated and identified on the order.

- If this feature is attached to a parcel (this cannot be requested for *ExpressParcel* service), based on the sender's request, the parcels shall be delivered to the recipient's address the next business day from collection, from 9:00 to 17:00, Monday to Friday.

Cash-On-Delivery service (*CashService*)

GLS Romania offers the *CashService* service, a postal service whose particularity consists in the payment by the recipient to the sender, through the postal network, of the amount representing the value of the delivered goods.

GLS Romania offers and provides the *CashService* service exclusively for domestic parcels; only on the basis of contractual agreements concluded in writing, GLS Romania offers and provides the *CashService* for international parcels only to legal persons.

- Collection of these domestic parcels is only made if the sender has correctly and completely indicated all his identification data.
- The maximum accepted value of the reimbursement value is 2000 RON for any natural or legal person. By exception, in the case of commercial contracts concluded with legal persons, the maximum accepted value of the reimbursement value is 5000 RON if the recipients are legal persons, and the maximum value is 7000 RON if the recipients are natural persons.
- The accepted currency for collection, namely the consignee's payment of the Cash-On-Delivery, is RON.
- The deadline for the delivery of the domestic parcel subject to this service is 1 (one) working day and the deadline for returning the COD amounts to the sender (amounts collected from the recipient) is within 5 working days from delivery, by bank transfer.
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DeclaredValueInsuranceService

GLS Romania provides a postal service with declared value amount, a postal service whose particularity consists in the insurance of a registered parcel against loss, theft, total or partial destruction or damage, for an amount that cannot exceed the value declared by the sender, and in the issuing, upon request, of the proof of parcel submission, which is available for any type of consignment (including as an additional feature). This service is called *DeclaredValueInsuranceService*, insurance at declared value.

In case of value-added delivery services, the maximum accepted amount of the declared value is 7 000. 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.

Serviciul *PreadviceService*

GLS Romania offers the additional *PreadviceService* feature, which means the recipient will receive a text message in the morning on the day of delivery.

DocumentReturnService

Under the trade contracts with legal entities, GLS Romania makes it possible to associate each type of service with the additional feature *DocumentReturnServiceService*, the particularity of which is that the special delivery documentation accompanying the parcel (eg. Rollkarte) must be signed (confirmed) by the consignee and then returned to the sender, within 5 working days from the parcel delivery.

International parcel services (*EuroBusinessParcel* și *EuroBusinessSmallParcel*)

GLS Romania provides postal services subject to international consignments in the European Union countries, as well as in Liechtenstein, Norway, Switzerland and Turkey, in collaboration with the GLS Group (international) network, having one of the following purposes:

- Parcels collected by GLS Group members destined for Romania from the aforementioned relationships, as well as customs clearance according to the recipient's provisions and the delivery of these parcels by **GLS Romania**.
- Parcels collected by **GLS Romania** on the territory of Romania, sorting, transport and delivery of by external contractual partners of **GLS**, services for which parcels remains under the supervision of **GLS Romania** from collection to delivery, and Information-On-Delivery (IOD) as well as the Proof-Of-Delivery (POD) attesting the parcel collection by the recipient can be searched at any time (within the six-month limitation period from the date of parcel delivery).

Except for the parcels specified in the document's contents for which specific service delivery times are set, the delivery time for any other postal service having international parcels differs from country to country and is between two and eight working days, may be prolonged by the time required for customs clearance (scheduled on working days):

Hungary (2), Czech Republic (3), Slovenia (3-4), Slovacia (2), Bulgaria (2), Serbia (3-4), Poland (3), Germany (4), Switzerland (4), Belgium (4), Netherlands (4), Luxemburg (4), Liechtenstein (4), Austria (3), Italy (4-5), Croatia (3), Denmark (5), France (6), United Kingdom (6), Canary Islands (6-7), San Marino (4-5), Vatican (4-5), Monaco (5), Portugal (6-7), Spain (6-7), Insulele Canare (Spain 6-7), Greece (5-7), Andorra (6-8), Gibraltar (6-8), Sweden (5-6), Finland (7), Norway (6-7), Malta (7-8), Cyprus (7-8), Estonia (7-8), Lituania (7-8), Letonia (7-8), Turkey (7-8).

The costs of customs clearance shall be borne by the sender or consignee. If the recipient, having an international parcel, fails to honor his payment obligations, these costs will be borne by the sender's customer. If the address of the recipient is changed, GLS Romania undertakes to correct, in the name and for the sender, the address and send the parcel to the corrected address. The service also includes a second delivery attempt after the first failure.

In case of legal entities, for international parcels, extra services/features may also be requested against payment based on the contractual agreement (clearance, collection and transport, *DocumentReturnService* – return of documents related to that parcel etc.).

In case of legal entities with which GLS has contractual agreements concluded for this purpose, GLS provides the *CashService* subject to international parcels, within the time limits for international parcels as indicated above, where the deadline for returning the COD amounts to the sender will not exceed the period of delivery of the postal item in question, the amount being returned by bank transfer.

For these services, a separate agreement / contractual agreement will always be concluded between GLS and the sender. Postal services may also feature additional services.

For private senders, GLS Romania does not offer or provide the *CashService* for international parcels.

Parcel delivery

Pick-up of postal items is only possible through access points managed by GLS staff or from the address indicated by the shipper.

For the postal services provided, except for the *ExpressParcel* service and the services already mentioned, GLS Romania ensures domestic parcel delivery to the recipients within 5 working days from the date of parcel pick-up.

Nonetheless, in the case of a first unsuccessful delivery (only if the recipient was not found at the indicated address or the address cannot be identified due to an error that could be corrected by the sender), without exceeding the previously indicated delivery time, GLS also offers a second delivery attempt, which is part of the basic service, a feature applicable to all GLS parcels, except for the *ExpressParcel* service and the special delivery service (for

which the sender has requested the delivery at the scheduled date and time to a specific address).

In case of non-delivery and after the second delivery attempt, except for *ExpressParcel* and special delivery, the GLS employee will submit a notice to the recipient's post-box informing him about the delivery attempt, which includes information about: date of notice, the parcel's retention period at the recipient's disposal, and the name, address and work schedule access points managed by GLS staff from where it can be picked up.

The access points managed by GLS staff and the schedule are displayed on GLS Romania's website, www.gls-romania.ro .

If the first delivery attempt fails due to an incorrect address or some other circumstance that can be corrected by the sender, GLS Romania will call upon the sender to make the correction. In the event of an unsuccessful second delivery attempt aforementioned or in case of impossibility of delivery due to legal provisions, the parcel will be returned to the sender, after the expiry of the notice period below or of the delivery attempt, as appropriate.

The parcel delivery shall be handled at the address indicated by the sender, personally to the consignee or to the person authorized to receive the parcel.

Any undeliverable parcels are stored by GLS Romania for up to 6 working days from the notice date, after this period the parcels will be returned to the sender, without any separate indication.

The return period is a maximum of 2 working days for domestic parcels and up to 8 working days for international parcels, calculated from the expiration date of the above notice (retention period) or the delivery attempt, as the case may be, and the return will be

made to the sender's address, operations that will not involve any other payments (it's free of charges).

GLS does not perform a second delivery attempt if that parcel is subject to *ExpressParcel* or special delivery (for which the sender has requested the delivery at the scheduled date and time to a specific address).

The parcel shall be returned to the sender in one of the following situations: the recipient's address does not exist or there is no construction at the indicated address, the recipient (or authorized person to receive the parcel) refused, upon case, to accept the parcel or to offer the written confirmation of the successful parcel collection in case of delivery against receipt, or/and the payment of the COD (Cash-On-Delivery) amount for parcels associated with *CashService* or when the sender has requested, in writing, at the time of delivery, the return of the postal item without delay, without any notification of the consignee and without the parcel being kept available to his disposal.

GLS undertakes liability for late parcel delivery in the event of exceeding delivery and return times, by paying penalties of 0.1% per day of delay from the service fee for all parcels other than the *ExpressParcel* service.

The sender may request the issuance of the proof of parcel submission or parcel delivery to the consignee subject to registered consignment service within 9 months from the date of submission in the GLS network. The supplier has the obligation to send the proof to the sender within maximum 30 working days of the request, via the agreed method (eg. e-mail), without incurring additional costs to the sender.

The period within which the proof of the submission of the postal item subject to a posting service of a declared value may be requested is 9 months from the date of its submission; GLS undertakes the liability to communicate the respective proof within maximum 30

working days from the request date, by a method agreed with the sender (e.g. e-mail), without incurring additional costs to the sender.

The delivery of parcels for which the *Pick&ShipService* was requested and handed over to GLS by the time agreed upon in the contracts concluded with legal entities will be made the next working day ("24-hour" does not refer to the precise transit time, but only means the next working day).

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.

The release will be confirmed by the consignee by his signature on the consignment note ("Rollkarte POD").

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 manual scanner. On this basis the recipient's name will be retrievable from among the parcel information provided by telephone or electronically.

Where applicable, the release will take place after the Cash-On-Delivery (COD) payment has been settled for parcels associated with *CashService*, and the consignment note has been signed. The consignee cannot check the contents of the parcels before delivery that is before receiving the parcel and, in case of *CashService*, before paying the Cash-On-Delivery (COD).

The sender may, in the absence of the consignee, authorise GLS Romania to deliver the parcel to an empowered person (to an authorised neighbor or another appropriate person). In the case of such authorisations, the certificate of receipt (IOD, POD) will be prepared in a modified format.

In case of delivery against receipt, the deadline for returning the written domestic or international parcel receipt to the sender is 2-8 working days and will be sent to the sender, scanned via e-mail. In the event of loss of parcel delivery receipt by the recipient, GLS Romania shall draw up and make available a duplicate thereof to the sender.

Information on parcel delivery

The Client or its representative may request parcel information 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 within 4 hours. After this period, the parcel information is kept available for one additional year, but the deadline for providing the information lengthens to 3 working days. The POD is available in two working days following delivery.

Information on delivery (IOD) will be provided by GLS Romania to the sender 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 sender may request a written proof of delivery (POD) free of charge for up to 5% of the average daily number of parcels consigned, according to the contractual agreement concluded with the users; GLS Romania is entitled to charge a reasonable document-completion fee of 10 RON, if this is justified by the excessive demands for delivery-related certificates. The acknowledged consignment note countersigned by the consignee or the authorised person, including the acknowledged and signed receipt in case of dellivery receipt service, is only issued/provided electronically and shall qualify as appropriate proof of delivery.

Contractual liability towards the sender

GLS Romania undertakes liability in case of loss, theft or total damage, for the following:

1. With full declared value amount for parcels or postal items associated with the declared value service, whether the respective postal item is subject to *CashService* or not;
2. With the COD amount for parcels or postal items associated with a *CashService*, without a declared value service;
3. With the amount representing 5 times the service fee for parcels or postal items that are not subject to a declared value service or a *CashService*.

In case of loss, partial damage or destruction, GLS Romania shall bear liability as follows:

1. With the declared value for the missing, deteriorated or destroyed part, stated on the inventory note for postal items dispatched non-sealed, subject to a declared value delivery service;
2. With a share corresponding to the missing weight of the declared value for postal items dispatched sealed, subject to a declared value delivery service;

- With the amount representing 5 times the service fee, in case of partial loss, partial damage or destruction of parcels that are not subject to a declared value delivery service.

In the case of a *Cash**Service*** item, the postal service provider shall be liable for the full amount of the refund in the situation when he has not returned the full amount of the refund to the sender or the corresponding difference up to its full value, in case the reimbursement was partially received from the recipient.

To the amounts provided is added the legal penalty interest that flows from the moment of the introduction of the preliminary complaint or, as the case may be, from the moment of the court summons submission, irrespective of which moment intervenes first.

Full loss of content is equivalent to loss of parcel item.

In case the sender has declared a value lower than the actual commercial value, compensation shall be made at the declared commercial value level.

In addition to the damages set forth above, the tariffs charged upon submission are also refunded.

In the event of non-performance of additional services, as features to the basic postal service, nominated by the sender through special instructions, only the tariffs collected in addition to the applicable standard postal tariff are refunded.

In the event of loss of proof of delivery for the registered parcel, confirmed in written by the recipient, the postal service provider is obliged to prepare and make available to the sender a duplicate proof of delivery / delivery of the postal item, in case of delivery against receipt.

GLS Romania is liable to the sender for the service performance under the conditions the conditions stipulated by law and in the contract concluded with the sender. The sender is entitled to appropriate compensation for damage caused by loss, theft, total or partial destruction, or damage to the dispatch, compensation provided for by statute. Indirect damage and non-performed benefits are not compensated. The consignor may waive his right to compensation in the consignee's benefit.

In the case of parcels collected for delivery, GLS assumes liability under the general statutory rules, unless a trade contract between the parties establishes conditions for worsening of liability.

The sender may, insofar as it deems necessary, take additional measures to prevent the destruction or loss of the parcel by insuring the property with an insurance company or by paying additional fees to be negotiated and settled by a contract concluded for this specific purpose.

GLS indemnifies its customers each time for damage up to the level contained in these General Terms and Conditions, which correlates, where appropriate, with the contract

concluded between parties, while also taking into account the exclusions and clauses stated below.

GLS does not take responsibility for the indirect losses and non-performed benefits.

GLS is exempted from liability in the following situations:

- the damage occurred as a result of the sender or consignee's actions;

the parcel was received without objections by the addressee, with the exception of complaints concerning the loss, theft, damage or total or partial destruction of postal items;

- the user does not have a PO box installed to allow handover of the parcel or does not ensure the security of postal items or, as the case may be, does not provide a service destined for parcel delivery;
- GLS is not liable for the loss, destruction, damage, non-delivery or wrong delivery of a parcel when caused by unforeseeable circumstances or force majeure as defined by law; in this case the fees paid, except for the insurance tariff, shall be refunded.

GLS Romania is not liable for the possible parcel alterations of the postal items by electromagnetic means or causes (e.g. demagnetisation, X-ray scanning in security / customs procedures etc.).

GLS is responsible for international postal items that are in accordance with the provisions of the international agreements to which Romania is a party. In the absence of international agreements, the provisions of the national legislation in force apply.

The mechanism of complaints

The sender or recipient who is dissatisfied with the service offered may file a complaint within 6 months from the date of parcel release.

The user's complaint who considers oneself prejudiced / dissatisfied will have to be made in writing and transmitted to the provider by one of the following means: personal submission at GLS Romania's headquarters via a postal service with delivery against receipt

service to Șelimbăr, Ștefan cel Mare Street, no. 3, Parc Industrial Șelimbăr, 557260, Sibiu County.

GLS Romania shall state in the Complaints Register and confirm to the complainant the receipt of the complaint in the same way used by or requested by the user, namely: by handing the registration number in case the complaint has been filed personally, by signing the delivery receipt in case the complaint was received via a postal service.

In order to assess the complaint, the complainant user shall describe the event (facts, documents and causes) of the complaint, formulate his claims, attach to the submitted complaint relevant documents for carrying out correct and complete analyzes corresponding to the claimed event (such as a copy confirming the postal service payment, commercial invoice / purchase receipt issued, photographs, damaged packaging / shipment as appropriate, etc.) and provide any other information that may be useful in handling the complaint (for example, parcel number, label, recipient).

Representatives of **GLS Romania** will assess the complaint received by taking into account both the evidence submitted by the complainant and the relevant information / evidence provided by its own employees or third parties involved and may, where appropriate, request even expertise.

The complaint will be settled by **GLS Romania** (involving complaint, response communication and compensation) within 3 months following its submission.

In the resolution of the complaint, **GLS Romania** will also mention the amount that will be offered as compensation and it will be envisaged, in the case of legal persons, to issue an indemnification invoice to **GLS Romania** for the amount communicated (by **GLS**), which will be offered as compensation, and, in the case of individuals, the necessary data for the payment of the indemnity (the bank account and the account holder).

The provider will pay the compensation within a maximum of 30 (thirty) calendar days from the date of the favorable claim settlement for individuals, and 8 (eight) calendar days in the case of legal persons (but taking all measures related to payment starting with the day of arrival of the invoice issued by the injured legal person), while not exceeding the deadline of 3 months to resolve the complaint.

Payment of the amounts owed to the user is made, both for individuals and for legal entities, by bank transfer.

A claim request will be filed, for which a standard template will be found on the GLS website, and an account for the compensation transfer shall be provided.

If the complaint addressed to **GLS Romania**, the postal service provider, has not been satisfactorily resolved or has not been addressed within the timeframe set out in these **General Terms and Conditions**, the user concerned may submit, within one year from the date of parcel submission a complaint to the regulatory authority, accompanied by proof of completion of the prior complaint procedure or a request for court summons. The court summons may be brought regardless of whether a complaint having the same object has been filed with the regulatory authority.

Liability, in case delivery is made by another contractual supplier of **GLS Romania**, is undertaken by **GLS General Logistics Systems Romania SRL**.

Customer Service Office

GLS Romania maintains a Customer Service Office at its headquarters, which is open from 08:00 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 sender upon request, and handles any complaints related to parcel delivery from the GLS postal network.

Information related to the delivery status of parcels can be requested starting with the second working day following parcel dispatch, on www.gls-romania.ro website, using the Track&Trace function, based on the parcel reference number.

The Customer Service Office contact information:

Work schedule: Monday-Friday, 08:00 – 18:00

Phone: 0269-501.900

E-mail: info@gls-romania.ro

These General Business Conditions for the provision of Postal Services provided by GLS Romania are duly completed with the provisions of Government Emergency Order No. 13/2013 approved by Law 187/2013, as subsequently amended and supplemented, and by the ANCOM's President Decision No. 313/2017.

This document is an integral part of GLS Romania's commercial offer, representing the general clauses of the individual contract that will be deemed to be concluded between the sender and GLS Romania at the time of acceptance of the parcel in the postal services network. The individual contract is concluded when the sender accepts the supplier's offer, without the need for a written document; where applicable, the provisions of these Conditions are duly completed with the clauses inserted in the special contract between GLS Romania and the Client / Sender.

Representative name:

Finance Manager

Tufa Mihai