

RULES – GENERAL TERMS AND CONDITIONS OF PERFORMING COURIER SERVICES (POSTAL AND TRANSPORTATION) BY AGAP

§ 1 Definitions

- Carrier** refers to AGAP Spółka z ograniczoną odpowiedzialnością with its registered office in Warsaw, ul. Jagiellońska 78, entered into the National Court Register, the Companies Register under KRS number 0000025138 kept by the District Court for the capital city of Warsaw, XII Commercial Division of the National Court Register, having a fully paid-up capital of PLN 120,000, NIP 527-23-29-716, REGON 017207713, phone nb 22 334 64 64;
- Courier Service** refers to the postal service of delivering Mail Shipments or Postal Parcels;
- Transportation Service** refers to the service of delivering Transportation Parcels;
- Services** refers collectively to Carrier Services and Postal Services;
- Mail Shipment** refers to postal shipments such as correspondence or printed matter, excluding mailshots;
- Postal Parcel** a registered consignment, not being a letter consignment, weighing up to 20 000 g and the sum of its dimensions (length, width, height) not exceeding 3000 mm, the longest dimension not exceeding 1500 mm;
- Transportation Parcel** refers to shipments other than Mail Shipments or Postal Parcels, with the weight of up to 31.5kg;
- Shipment** refers collectively to Mail Shipments, Postal Parcels and Transportation Parcels;
- Client** refers to the entity ordering the performance of the Services from the Carrier;
- Bill of Lading** refers to the document drawn up by the Client on the Carrier's form, containing data concerning the Client, the Recipient and their addresses, the Shipment, the place of destination, the designation of the shipment according to its kind, quantity, weight and the manner of packing, as well as the value of particularly valuable items;
- Recipient** refers to an entity indicated by the Client in the Bill of Lading as the consignee of the Shipment;
- Agreement** refers to the agreement for performing Services;
- Price List** refers to the price list prepared by the Carrier, listing prices of performing Services;
- Transportation Law** refers to the Transportation Act of 15 November 1984;
- Postal Law** refers to the Postal Act of 23 November 2012.

§ 2 Services – general provisions

- The Carrier provides the Client with Services on the basis of separate orders placed by the Client.
- Services are available within the Republic of Poland and abroad.
- Services may be performed under the system of urban shipments, national shipments or international shipments. The Sender may commission the Carrier with a Service as part of the currently available services and their individual types. Information about currently available services and their types are available on AGAP's websites – www.agap.pl, by phone and other available communication channels. The carrier may periodically add and remove individual categories and types of services, which he informs about through available communication channels.
- In the framework of the Services, the Carrier collects the Shipment directly from the Client, from the location indicated by the Client, and delivers it directly to the Recipient, to the location indicated by the Client on the Bill of Lading, against written or electronic confirmation. As part of the Courier Service, the Carrier offers the possibility of tracking the Shipment from posting until delivery. One Shipment may consist of several Mail Shipments, Postal Parcels or Transportation Parcels.
- The Agreement is deemed to be concluded as soon as the Carrier has accepted the Shipment to be transferred and delivered, and has issued the Bill of Lading.
- Under the Shipment Services, the Carrier does not deliver shipments containing:
 - money, securities, other payment documents, forged goods, forbidden or dangerous items;
 - valuable items (jewellery, works of art, antiques, numismatics, etc.), firearms, part of firearms, explosives or ammunition;
 - perishable goods;
 - items requiring special conditions of transportation or special conditions during their transfer or storage (such as transportation in a specific position, requiring controlled temperature);
 - chemical or biologically active goods;
 - animals, plants, human or animal remains;
 - narcotics or psychotropic substances;
 - pharmaceutical products, within the meaning of generally applicable legal provisions;
 - containing other goods that, due to their properties, may constitute a threat to the health of people having contact with them, or which may damage or destroy other shipments;
 - containing goods, the carriage of which is prohibited by law, in particular the provisions of the Postal Law, of the Transportation Law, customs or sanitary regulations, as well as IATA, ICAO, AD regulations and international agreements, conventions or understandings, to which Poland is a party;
 - goods the value of which exceeds the equivalent of 5,000 PLN (five thousand zlotys); or PLN 50,000 (fifty thousand zlotys) in case of a Postal Parcel;
 - containing tender documents, commercial offers, accounting documents;
 - containing musical instruments.
- The Services performed with respect to Shipments, the value of which exceeds the amount specified in section 6 letter k) above, or performed as a result of an off-premises contract concluded with a consumer when he is obliged to pay more than 50 Polish zlotys, may be performed exclusively on the basis of a separate agreement concluded between the Client and the Carrier.
- With respect to matters that have not been regulated in these Rules, the appropriate provisions of Postal Law with its executive regulations shall apply to the Courier Service, while to the Transportation Service – the Postal Law with its executive regulations shall apply.

§ 3 Commissioning Services

- The performance of Services may be commissioned with the Carrier by reporting the request to post the Shipment to the Carrier via telephone. During such a telephone request, the Client will state his intention to use the system of urban shipments, national shipments or international shipments, and whether he commissions the performance of Courier or Transportation Service. The telephone numbers on which Services can be ordered are published by the Carrier on its website (www.agap.pl), and on publicity hand-outs. Orders are accepted 24 hours a day, 7 days a week. The manner of the Services' performance defined in this clause does not apply to Services which are to be rendered after an order placed by a Client who is a consumer when AGAP's remuneration exceeds 50 Polish zlotys.
- The Client may order Services directly at the registered office of the Carrier, upon delivering the Shipment thereto and completing the Bill of Lading.

§ 4 Accepting the Shipment

- As soon as the Order has been placed via telephone, the Carrier will report to the place specified by the Client to collect the Shipment. At the time of collecting the Shipment, the Client will issue the Bill of Lading in accordance with the model used by the Carrier.
- The Client can declare the value of the transported goods, by making the relevant annotation on the Bill of Lading. The declared value of goods may not exceed their market value or the value indicated in §2 section 6 letter k).
- The Client warrants that the value of each Shipment is properly declared and described in the Bill of Lading, and is fit for the purpose of performing Services.
- The Client is obliged to ensure that each Shipment:
 - is properly described, marked, and addressed,
 - was correctly packed, in a manner enabling safe transportation in normal conditions of performing Services, without the need to ensure any additional precautions or to secure the goods contained therein against loss, defect or damage, including in particular, securing the inside content of the Shipment to prevent it from moving;
 - does not contain the goods indicated in §2 section 6.
- Together with the Bill of Lading, the Client is obliged to provide the Carrier with all documents necessary to deliver the Shipment, as required under customs, tax and administrative regulations. The Carrier will not be liable for the non-performance or improper performance of the Service due to the failure to provide the documents referred to in the preceding sentence, or if such were delivered incomplete.
- The Client guarantees that the Shipment does not contain goods that are excluded from carriage within the meaning of generally applicable legal provisions, or goods and items referred to in §2 section 6 above.
- The Client will receive from the Carrier a copy of the Bill of Lading, or a different confirmation of accepting the Shipment to perform the Service.
- If the external condition of the Shipment or its packaging is not appropriate for the purposes of performing Services, the Carrier may ask the Client to make a written declaration concerning the condition of the Shipment, and in the case of material defects may refuse to perform Services. The Carrier may refuse to accept the Shipment, if its condition is defective, or if its packaging is insufficient, or if it does not have the required packaging.
- The Carrier will refuse to conclude the Agreement for the performance of Courier Services in the following cases:
 - the Client fails to meet the requirements concerning the performance of postal services specified in the Postal Law, or in the regulations issued on its basis, or in these Rules;
 - the content or the packaging of the Shipment exposes third parties or the Carrier to damage;
 - the packaging of the Shipment or the visible upper part of its content contains inscriptions, images, drawings or other graphic designations that violate the law, or confirmation of collecting stamp duty that does not meet the requirements set out in the Postal Law;
 - Courier Services are to be performed in part or in total within an area that is not covered under the entry in the register;
 - the acceptance or transportation of the Shipment is prohibited under separate legal provisions;
 - in other cases provided for by law, including in particular the Postal Law.
- The Carrier is authorised to refuse to perform the Transportation Service, in particular in the following cases:
 - if the Client fails to meet the requirements governing the performance of transportation services indicated in the Postal Law, or in the regulations issued on its basis, or in these Rules;
 - in the case of an order for delivery of a Transportation Parcel containing items specified in §2 section 6 above;
 - in the absence of the possibility to perform the Transportation Service;
 - in the case of improper completion of the Bill of Lading, the failure to provide adequate security of the Shipment, or improper packaging of the Shipment, or in the case of failure to provide the necessary information, documents or inaccurate completion thereof;
 - the failure to append the relevant documents, or to complete them properly or accurately;
 - impossibility of its execution due to force majeure.
 - in other cases provided for by law, including in particular, the Transportation Law.
- The Carrier is authorised to refuse to conclude the Agreement for the performance of Services, if the Shipment does not meet the conditions specified by the Carrier as necessary to conclude the Agreement.
- The Carrier may withdraw from the Agreement, if the Shipment does not meet the requirements set out in the Agreement.
- In the case of withdrawal from the Agreement by the Carrier, for the reasons indicated in section 9 or section 12, the accepted Shipment is returned to the Client at the Client's expense, and the charge collected for the Service is refunded.

14. The Client is obliged to provide the Carrier with the Shipment, in a condition that enables the performance of the Courier Service properly, and to release it without defects or damage.
15. If there is a justified suspicion that the Mail Shipment or the Postal Parcel may cause damage to other shipments or to the property of the Carrier, the Carrier may ask the addressee to open it, and if it is impossible to ask the addressee to open the Shipment, or if such a request was ineffective, the Carrier may secure the Mail Shipment or the Postal Parcel at its own expense in a manner ensuring the security of postal trading. If there is a justified suspicion that the Mail Shipment or the Postal Parcel is an object of crime, or if its content poses a threat to human beings or to the environment, the Carrier is authorised to keep it and secure it until inspected by the relevant entities.
16. The Carrier may verify whether the Transportation Parcel corresponds to the Client's statements made in the Bill of Lading, and whether it contains the goods indicated in §2 section 6 above. Inspection should be performed in the presence of the Client, and if it is impossible to summon the Client, or if the Client does not report within the specified deadline, the Carrier will perform such an inspection in the presence of the people invited by the Client for the purposes of such activities. The result of such an inspection should be presented in the Bill of Lading, or in a report attached thereto. If any inaccuracies are found in the statements made in the Bill of Lading, as compared with the actual state of the Transportation Parcel, the costs of such inspection will be borne by the Client. If items excluded from transportation are revealed, or if regulations concerning items admitted to transportation on special conditions are not observed, the provisions of Article 55 of the Transportation Law will be applied accordingly.
17. The Carrier recommends and offers insurance of the Shipment, in accordance with the current Price List, the cost of which will be borne by the Client. The main provisions of the insurance contract on behalf of a third party, concluded between the Carrier and the insurer, are available for consultation at the request of the Client.
18. If the Client commissions a collect on delivery (COD) Service, or in the case of Services involving Shipment, the value of which exceeds PLN 500 (five hundred zlotys), the Shipment must be insured in accordance with the conditions offered by the Carrier. In the case of refusal to insure the Shipment, the Carrier will be authorised to refuse to accept the order and to perform the relevant Service.

§ 5 Delivery of the Shipment

1. The Carrier delivers the Shipment to the Recipient within the following deadlines:
 - a) under the urban and national service system:
 - I) standard urban service – within two (2) to six (6) hours from the moment of accepting the Shipment,
 - II) express urban service – within one (1) to four (4) hours from the moment of accepting the Shipment,
 - III) national service, if the Shipment was posted before 5 p.m., before the end of the working day following the day when the Shipment was accepted by the Carrier, if the Shipment was posted after 5 p.m., it will be delivered by the end of the second working day after the day when the Shipment was accepted by the Carrier,

whereby the deadlines for performing Services in the system of urban and national service may change due to force majeure events. The above deadlines of delivering the Shipment are not applicable during public holidays (the relevant dates are available at branch offices of the Carrier and on the Carrier's website www.agap.pl), unless the Client commissions Services to be performed during public holidays, and will make an additional payment specified in the Price List.
 - b) worldwide: within fourteen (14) working days.
The course of the deadline for performing the Service is suspended for the duration of public holidays.
2. The Carrier is exempted from the obligation to meet the deadlines specified in section 1 above, and the deadline for Shipment's carriage is extended to include the period of retaining it, unless caused by the Courier's fault, in the following cases:
 - a) in the case of inspection during which it was confirmed that the Shipment was inconsistent with the Bill of Lading;
 - b) in the case of activities required under specific provisions;
 - c) in the case of changes to the Agreement, or if there are any obstacles in carriage or in the release of the Shipment;
 - d) in the case of handling, or if loading must be adjusted;
 - e) if specific activities must be performed with respect to the Shipment;
 - f) in the case of restrictions introduced on the basis of Article 8 of the Transportation Law;
 - g) in other cases provided for by law, including in particular, the provisions of the Postal Law or the Transportation Law.
3. The deadline for performing the Services will be deemed as met, if before its lapse, the Carrier has left the Shipment at the Recipient's disposal.
4. The Carrier may commission the performance of the Service to a different carrier within the entire scope of carriage, or a part of it.
5. Shipments undeliverable to the Recipient will be returned to the Client. The Carrier may claim remuneration for activities connected with returning the Shipment, in the amount specified in the Price List.
6. In the case of refusal of the Recipient to accept the Shipment, or in other cases compelling the Carrier to return the Shipment to the Client, all costs connected with the return of such Shipment will be covered by the Client.
7. The Carrier is exempted from the obligation to perform Services, if:
 - a) there are circumstances that prevent the performance of Services that could not have been avoided or the effects of which could not have been prevented by the Carrier;
 - b) the Client has failed to satisfy the provisions of these Rules;
 - c) given the object of carriage, the Service may not be performed by the means of transport and equipment held;
 - d) if other circumstances provided for by law occur, including in particular provided for the Transportation Law or the Postal Law.

8. If damage of or to the Shipment or loss therein has been ascertained, the Carrier will immediately draw up a shipping damage report.
9. The Recipient may also demand that the report be drawn up, if he finds that the Shipment has been tampered with. The report should be drawn up in the presence of the Carrier's representative. The report should be signed by the Recipient and the Carrier's representative.
10. The Shipment that cannot be delivered to the Recipient, or returned to the Client, as no address or an incorrect address of the shipper was given (hereinafter „Undeliverable Shipment“), may be opened by the Carrier that concluded the Agreement with the Client, to obtain data permitting to deliver the Shipment or to return it to the Client. An Undeliverable Shipment should be immediately opened. The opening of an Undeliverable Shipment should be performed in a manner ensuring that its packaging is damaged as little as possible. If, during the activities referred to above, it was possible to establish the data permitting to deliver, or to return the Shipment, such a Shipment, as soon as it has been appropriately secured and provided with a note on its packaging informing that it has been opened under committee supervision, will be delivered to the Recipient or returned to the Client.
11. If, after opening of an Undeliverable Shipment, its delivery or return to the Client will still be impossible, or if the Client refuses to accept the returned Shipment:
 - 1) correspondence constituting a Mail Shipment and its packaging will be destroyed by the Carrier, in a manner preventing any reconstruction of information contained inside the consignment or on its packaging, not earlier than after the lapse of sixty days from the date of opening the Mail Shipment;
 - 2) the provisions of Article 183, Article 184, and Article 187 of the Civil Code of 23 April 1964 (Journal of Laws No 16, item 93, as further amended) will be respectively applied with respect to the content of the Postal Parcel and the Transportation Parcel.

§ 6 Payment for Courier Services

1. By issuing the Bill of Lading, the Client undertakes to pay the amounts specified on the Price List of the Carrier.
2. The due amounts referred to in section 1 should be paid: in cash, upon acceptance of the Shipment to perform the Courier Service, or otherwise on the basis of a VAT invoice issued by the Carrier. The payment deadline, in the case of receivables covered under the VAT invoice referred to in the preceding sentence, is seven (7) days from the date of invoice delivery, however, the Client may agree a different time frame with the Carrier.
3. The Price List is available at the registered office of the Carrier, on its website (www.agap.pl) and in each branch office. The Carrier reserves the right to amend the Price List at any time. In case of the Price List's amendment, the new version of the Price List applies only to the Services commissioned after the date of the new Price List's coming into force.
4. The Carrier has the right to impose a lien on Shipments as security against claims resulting from the Agreement and any justified, additional costs of performing Courier Services that may arise for reasons attributable to the Client or to the Recipient. The preceding sentence will not be applicable, if a public authority is the consignee of the Shipment. If Client or the Recipient refuses to satisfy claims secured with a lien, the Carrier may exercise the rights vested with it on the basis of the provisions of the Postal Law.

§ 7 Liability of the Carrier for the Shipment

1. The Service will be deemed improperly performed, if, during the period from accepting the Shipment by the Carrier to performing the Service until its delivery, the Shipment is damaged or defects are noted therein, or in the case of delay in its delivery.
2. The Service will be deemed non-performed, if the Shipment is lost following its acceptance by the Carrier to perform the Service. Lost Shipment will be understood as Shipment that did not reach the place of destination indicated in the Bill of Lading within thirty (30) days from the lapse of the deadline for performing the Service. The Shipment shall not be regarded as the Lost Shipment if the Client has been informed of the Shipment's delivery attempt within the period set in the previous sentence.
3. The Carrier will be liable for the failure to perform or improper performance of Services, unless such failure to perform or improper performance is due to:
 - a) occurrence of a force majeure event;
 - b) reasons attributable to the Client or to the Recipient, with no fault of the Carrier;
 - c) violation by the Client or by the Recipient of the provisions of the Postal Law or the Transportation Law or these Rules;
 - d) the properties of the transferred item.
4. The Carrier will be liable for the failure to perform or for the improper performance of the Courier Service to the extent resulting from the Postal Law, unless such failure to perform or improper performance:
 - a) results from an illicit act;
 - b) occurred through the wilful misconduct of the Carrier;
 - c) results from gross negligence of the Carrier, in the event of which the Carrier holds full liability for the failure to perform or for the improper performance of the Courier Service.
5. Claims for improper performance of the Courier Service will be deemed extinguished, if the Shipment has been accepted without any reservations, unless defects or damage of the Shipment that were not noticeable from the outside were found by an authorised person after acceptance of the Shipment, and claims on that account were reported by such authorised person to the Carrier not later than after the lapse of seven (7) days from accepting the Shipment, proving that the defects or damage of the Shipment were caused within the period from the acceptance of the Shipment by the Carrier to perform the Courier Service until its delivery to the addressee.
6. In the case of the failure to perform or improper performance of the Courier Service, including the loss, content defect or damage of or the Postal Parcel or the Mail Shipment, as well as the failure to perform the Courier Service with the

guaranteed quality, compensation can be claimed by the consumer in accordance with the provisions of the Postal Law. In case of failure to perform the Courier Service, the consumer is entitled to the full refund of the charge collected to cover the Courier Service, regardless of the due compensation.

7. The compensation is applicable for the failure to perform the Courier Service in case of:
 - a) the loss, defect or damage of the Postal Parcel – in the amount not exceeding the ordinary value of the lost or damaged items;
 - b) the loss, defect or damage of the Mail with a declared value – in the amount demanded by the sender, yet not exceeding the declared value of the Mail;
 - c) the loss of the Mail Shipment – in the amount of tenfold of the charge for the service, not less than the fiftyfold of the charge for the priority treatment of the mail shipment, specified in the price list of the universal services.
 - d) the delay of the delivery of the Courier Parcel with the guaranteed time limit of the delivery – in the amount not exceeding the twofold of the charge for the service.
8. The Carrier will be liable for loss, defect or damage of the Transportation Parcel that arose from the date of accepting it in order to perform Services until its release, and for any delay in performing Services.
9. The Carrier will not bear any liability specified in section 7, if the loss, defect, damage or delay in the performance of the Transportation Service arose for reasons attributable to the Client or to the Recipient, not caused by the fault of the Carrier, or due to the properties of the Shipment's content, or as a result of a force majeure event.
10. The Carrier is exempted from liability specified in section 7, if the loss, defect or damage of the Transportation Parcel are due to at least one of the following circumstances:
 - a) items excluded from carriage or items that are accepted for carriage on special conditions were posted under untrue, inaccurate or insufficient name, or if the Client failed to meet these conditions;
 - b) due to the lack of packaging, or insufficient or defective packaging of items, which were thus exposed to damage because of their inherent properties;
 - c) due to particular vulnerability of a specific item to damage because of its deficiencies or inherent properties;
 - d) due to loading, placing or unloading of items by the Client or the Recipient;
 - e) in the case of carriage of Transportation Parcels that, in accordance with binding regulations or the respective agreement, should be subject to supervision, if the damage occurred for reasons that should have been prevented by the supervisor;
 - f) posting a Transportation Parcel containing items referred to in §2 section 6 above by the Client.
11. The Carrier will not be liable for defects or damage to or of the Transportation Parcel, if such is delivered in a non-tampered condition, and in the case of transportation in a sealed transportation container, also with unbroken seals of the shipper, unless an authorised person proves that damage was caused during the period from acceptance of the Transportation Parcel for carriage until its release.
12. Compensation for the loss, defect or damage to or of the Transportation Parcel within the period from its acceptance for transportation until its release to the Recipient may not exceed the standard value of the content of Transportation Parcels, and in any case of PLN 500 (five hundred zlotys). The limitation of the maximum amount of compensation to PLN 500 (five hundred zlotys) is not applicable to consumers within the meaning of the relevant legal provisions.

§ 8 Liability of the Client or the Recipient for Shipment

1. The Client will be liable for any damage caused as a result of:
 - a) providing untrue, inaccurate, insufficient instructions or statements, or providing such in the wrong place, either in the Bill of Lading or in a different form, as well as for the failure to provide the documents required under specific provisions, or if such documents are incomplete or inaccurate;
 - b) a defective condition of the Shipment, the lack of packaging or improper packaging, or improper loading;
 - c) placing the order for Services with respect to Shipments containing items indicated in §2 section 6 above.
2. The Client will be liable for all costs that the Carrier may incur due to inaccurate or insufficient data provided by the Client and referred to in section 1 letter a).
3. The Client will also cover the costs of Shipment handling, if the information on the weight of the Shipment, as indicated in the Bill of Lading, does not reflect the actual state.
4. The Client will be liable for any damage caused to third parties as a result of placing the order for Courier Service, whereby, if the Shipment contains items

excluded from transportation, or if the agreed conditions have not been met, the fact that the Shipment was accepted for transportation does not hold the Client harmless from liability on that account.

§ 9 Complaints

1. In the case of the failure to perform or improper performance of Services, including the loss, defect or damage of the Postal Parcel or the Mail Shipment, the Client is entitled to lodge a complaint, whereby in the case of complaints concerning Postal Services, such a right is vested with the Client, or with the Recipient, if the Client has waived its right to make claims to the benefit of the Recipient, or if the Shipment has been delivered to the Recipient.
2. Complaints may be filed with any of the Carrier's offices.
3. Complaints concerning Postal Services may be filed within twelve (12) months from the date of posting the Shipment, at the latest.
4. The possibility of pursuing claims concerning Services in the framework of complaint proceedings will be deemed exhausted, if the Carrier has dismissed the complaint as unfounded, or if the claimed amounts have not been paid within thirty (30) days from the day of resolving the complaint.
5. Complaints should be lodged in writing or electronically to the following address: agap@agap.pl or orally into a record. Complaints should contain the date of making the complaint, the name and the address of the registered office of the Carrier, the first and last name (or company name), and the place of residence (or registered office) of the person making the complaint, the basis and justification of the complaint, the amount of the claim (separately for each Bill of Lading), the list of appended documents and the signature of the person authorised to file the complaint, as well as any other data required by law. Complaints of the Courier Service should contain: the name (or company name) and the place of residence (or registered office) of the sender or addressee, subject matter of a complaint, date and place of posting the parcel, number of the document confirming posting of the Postal Parcel or Mail Shipment, justification of the complaint, the amount of the compensation in case the complainant demands compensation, the signature in case the complaint is lodged in writing, the date of issuance of the complaint, the list of appended documents.
6. The complaint should be appended with, depending on the object of the claim, original documents concerning the concluded Agreement, and authenticated copies of other documents concerning the type of the claim and its amount.
7. A reply to the complaint should be provided by the Carrier within thirty (30) days from the date of accepting the complaint.
8. If the lodged complaint does not meet the requirements specified in sections 2–4 above, the Carrier will call upon the complainant to eliminate the respective defects within seven (7) days from the date of delivering such a call, while specifying that, if the defects have not been eliminated within the set deadline, the complaint will not be further considered. Upon the ineffective lapse of the aforementioned time limit, the complaint is not further considered.
9. The Client and the Recipient do not have the right to set off the amounts of claims against past, current or future debts towards the Carrier. The above will not be applicable to consumers, within the meaning of current legal provisions.
10. The amount of the compensations entitled due to the failure to perform or improper performance of the Courier Service and the refund of the charge for unperformed Courier Service is paid into the bank account specified in the lodged complaint within 30 days of its acknowledgement.
11. With respect to matters concerning complaint proceedings that have not been regulated in these Rules, the provisions issued on the basis of Article 92 section 4 of the Postal Law will be applicable in the case of complaints against Postal Services, and in the case of complaints against Transportation Services, the provisions issued on the basis of Article 79 of the Transportation Law.

§ 10 Final provisions

1. With respect to matters that have not been regulated in these Rules, the legal provisions of general application will be applicable, in particular the Transportation Law, and in the case of Postal Services, the Postal Law.
2. The Carrier has the right to amend these Rules at any time. Any changes hereto will enter into force upon the lapse of seven (7) days from the date of announcing them on the Carrier's website.
3. These Rules enter into force on the 1st of December 2022, and supersede on this day the any prior Rules of providing services.