

GENERAL TERMS AND CONDITIONS

Express One as the undertaking

1. Contracting Parties

1.1. Service provider

Express One Hungary Kft.
(hereinafter: **Express One**)

Registered office: 1239 Budapest, Európa utca. 12
Postal address: 1239 Budapest, Európa utca 12.
Incoming orders:
Telephone: +36-1/8777-400
Fax: +36-1/8777-499
E-mail: penzuqy@expressone.hu;
ertekesites@expressone.hu
ugyfelszolgalat@expressone.hu
Website: www.expressone.hu
Customer service address: 1239 Budapest, Európa utca 12.
Opening hours: 8 a.m. – 5.30 p.m., Monday-Friday

Core activity: courier and express postal services as per Act CLIX of 2012 on Postal Services (hereinafter: Postal Services Act) Sections 2 (9) and (15), as well as performing other postal services not replacing the universal service in Hungary as per Section 8 (1)(d) of the Postal Services Act.

Express postal service: a domestic or international postal service where the service provider delivers the registered consignment within a guaranteed period, on the working day following dispatch within Hungary (between 7 a.m. and 6 p.m.; while in special periods, i.e. between 1 November and 31 December each year, with a delivery time of 24 to 72 hours, irrespective of the specified mode of transport), no later than on the third working day following collection for consignments dispatched to EU Member States, and no later than on the fifth working day following collection for other international consignments; and performs at least one of the following additional services:

- track & trace;
- COD (Cash on Delivery)
- value declared
- delivery solely to the hands of the person indicated as the consignee
- collection of the consignment at the sender's home address, place of stay, registered office, business site or branch office.

Other postal service not replacing the universal service: A postal service that, in addition to the handling of the postal consignment in a way that is traceable by the sender as well as personal delivery thereof, also includes at least one of the following extra postal services if and as requested by the customer:

- pickup of the consignment at the place indicated by the sender;
- service with guaranteed delivery time;
- delivery of the consignment to a new address if there has been a change of consignee;
- certification of delivery;
- custom-tailored service

Other available services

52.10 Warehousing and storage
52.24 Cargo handling
52.29 Other transportation support activities
82.11 Combined office administrative service activities
82.92 Packaging activities

Express One is entitled to rely on other forwarders and carriers during performance, and assumes full liability for their activities.

1.2. Customer

Customer means the user as defined in Section 2 (12) of the Postal Services Act, who/which uses or may use the postal service provided by Express One according to these General Terms and Conditions (hereinafter: GTC) or according to a separately concluded and valid individual contract, and also the consignee of such postal service.

Contracted partner means the customer with whom/which Express One has a valid individual contract at the time of dispatch.

In the case of the use of the services of **Express One**, the private individual, legal person, business association without legal personality or other organisation indicated as sender on the consignment shall be regarded as the customer sending the consignment (hereinafter: 'sender').

Sender must notify **Express One** of any significant changes in the sender's data without delay in writing where:

- there has been a change in sender's name or address
- sender's location for the collection of goods has changed
- sender's bank account number has changed
- there has been a change in the person authorised to sign on sender's behalf or represent sender's company
- there has been a change in sender's company form.

Consignee: means the customer indicated as the consignee on the consignment, the packaging thereof or on the relating list.

Respective of the existence of any contractual relationship, **Express One** will consider as customer any person who/that requests information or enforces a claim against **Express One**.

2. Subject matter of the contract

Under their service contract, **Express One** as a courier service provider agrees to collect from the sender, against payment, the consignments that are of a size, weight, content and packaging complying with the conditions set out in the General Terms and Conditions and the applicable laws, to forward the same, and to deliver the same to the consignee or an authorised recipient.

The rules applying to the packaging, closing, addressing and dispatch of consignments are only set out in this Chapter where these rules depart from the general rules set out in the Chapter on the sender's responsibilities.

The General Terms and Conditions give a detailed description of the specification, size and weight limitations and content requirements of the consignments.

Consignment: means the consignment that complies with the limitations as to weight and dimension under these terms of delivery, and is addressed with both sender and consignee indicated on the consignment or its cover, on a self-adhesive label.

Types of consignment: mail and parcels, with an affixed self-adhesive label, that are transported by **Express One** by road.

3. Conclusion, amendment and termination of the contract

3.1. Conclusion of the contract

The service contract shall come into existence by collection of the consignment by the service provider or by its agreement to provide the service. Upon collection of the consignment, a written acknowledgment shall be issued.

The start date and time of performance of the service contract is certified by the date indicated by the service provider, the indication of the exact time of collection, and the signature of the agent collecting the goods.

Where the General Terms and Conditions require a written agreement, the service contract shall come into existence upon all contracting parties attaching their signatures thereto. The online programme necessary for use of the service (eBox/ WEBCAS) shall be provided by the service provider to the user free of charge. The label necessary for use of the WEBCAS customer programme shall be obtained by the sender. The eBox customer programme provided to one-time clients provides availability to basic services only; such services and the applicable rates are set out in Annex 2. Unless otherwise agreed by the contracting parties, the service provider shall only be obliged to collect the consignment if the sender has placed it in a packaging appropriate for the type, nature and quantity of the consignment's content and such content cannot be accessed without manifestly damaging the packaging and/or the seal.

For contracted partners – who/which have a valid individual contract with Express One at the time of dispatch – unless otherwise provided by the General Terms and Conditions or agreed by the parties, the service fee shall be payable within 12 calendar days following the issue of the invoice for the first service fee after delivery of the relevant consignment.

In case of an individual agreement, in the contract the parties may agree on a longer term of payment, but only in writing.

In the service contract, the parties may mutually agree to depart from the provisions of these General Terms and Conditions, except if such departure is prohibited by applicable law.

Save as otherwise agreed by the parties, one-time clients shall settle the service fee at the time of collection of the goods, by cash or by bank card. In case of payment by bank card, Express One can provide payment based on the so-called paypass (contactless) payment technology.

The parties may not deviate from the provisions of the General Terms and Conditions where, as a consequence of such deviation, the collection, processing, forwarding or delivery of the consignments would threaten or jeopardise life, health, physical integrity or the consignee's right to safe receipt of the consignment.

3.2. Amendment of the contract (subsequent instructions)

The sender shall only be entitled to amend the contract in the following cases:

3.2.1. Amendment of contract by the sender before consignment forwarding

Against payment of a specific extra fee, the sender of the consignment may request additional and special services, may amend or cancel the order and/or may request the consignment to be returned before it is forwarded.

3.2.2. Amendment of contract by the sender after consignment forwarding

Against payment of an extra fee and with the proper application of the rules concerning subsequent instructions, the sender may modify the address details of the consignment even after the consignment has been forwarded; in such cases, the service provider must take into account such modification before starting delivery to the place of destination.

If the address modification entails forwarding the consignment to another delivery location or to return the same, the forwarding charge must be paid.

4. Refusal of service provision

4.1. Refusal to conclude and perform the contract

Express One must refuse to conclude and/or perform the service contract if it becomes aware of any of the following facts:

- performance of the contract is contrary to law or any international agreement;
- the content of the consignment manifestly damages or threatens life, health, physical integrity or the human environment;
- the consignment does not meet the requirements applicable to restricted consignments;
- the packaging of the postal consignment does not meet the requirements of the General Terms and Conditions.

Any additional costs resulting from refusal of performance as above and/or the return of the consignment shall be borne by the sender.

Express One may refuse to conclude the contract if:

- provision of the service is suspended or limited under law;
- the traffic conditions necessary for provision of the service are not available for reasons outside its scope of activities.

If **Express One** has reasonable grounds to believe that it must refuse to conclude the service contract, it may make the conclusion of the contract conditional upon the sender being able to demonstrate that **Express One's** assumptions are unfounded. If the sender wants to demonstrate the unfounded nature of the assumption, they must be provided the opportunity on site and without delay. If the assumption proves to be unfounded, the service provider shall securely package the consignment again, free of charge. In such cases, going forward the service provider may not refer to any deficiency in packaging.

4.2. Termination of contract

Cases of termination of the service contract:

- **Express One** shall perform its undertaken service, and in case of full or partial failure of the service, **Express One** shall conclude the investigation, compensation, indemnification or complaint procedure initiated by itself or by the customer;
- the consignment is undeliverable;
- the sender rescinds the service contract.

4.3. Undeliverable consignments

The consignment shall be considered undeliverable if:

- for reasons not attributable to the service provider, the consignment cannot be delivered to the consignee (or other authorised recipient), or
- the sender or, if applicable under relevant agreement, the consignee did not pay the fee applicable to the consignment.

Express One Hungary Kft. shall be entitled to erase the parcel data to which no parcel is assigned/received within 5 working days of such data being entered into the system.

For consignments comprising multiple pieces, if the number of pieces indicated in the data file differs from the number of pieces received at the **Express One** centre, **Express One** shall have the right to return the received consignments to the sender.

Consignments excluded from transportation, as well as the conditions of transportation, are set out in *Annex 1*.

If the postal consignment is undeliverable, the postal service provider shall return it to the sender, but the Service Provider may make this subject to the payment of its costs. If the sender fails to pay the costs of return or, due to reasons not attributable to the postal service provider, it is not possible to return the consignment, the postal consignment shall be considered unreturnable.

A consignment shall be considered unreturnable if it cannot be delivered, and the sender does not pay the costs of return, refuses to accept it, or if return is not possible due to other reasons beyond the control of **Express One**.

The Service Provider shall retain any unreturnable postal consignment. Such retention shall be governed by the provisions of the Civil Code applicable to ownership without legal title, with the following deviations:

The Service Provider

- shall retain a registered postal item for three months from the date of dispatch – except for the provisions set forth in points b) and c) of Section 42 (6) of the Postal Act, which are contained in the following two indented paragraphs – after which it shall be destroyed,"

- shall retain a postal parcel for three months from the date of dispatch, after which it shall be opened;

- shall open a registered postal consignment immediately if retention for a period indicated in subsections a) and b) may not be expected because the consignment is likely to have a hazardous or perishable content.

After opening the postal consignment, if it contains goods having a commercial value, the Service Provider shall sell the same, otherwise it shall destroy the content.

The postal consignment shall be opened, sold or destroyed in the presence of a two-person committee and by drawing up a protocol; the members of the committee may be selected from among the employees, members, agents or contributors of the Service Provider. The protocol shall be retained by the Service Provider for a year after the date of dispatch of the consignment.

The Service Provider shall use the proceeds of sales to reduce the retention costs of unreturnable postal consignments, or shall reserve such proceeds for this purpose.

4.4. Suspension of service

If the sender fails to fulfil their payment obligation as per Section 6.2, **Express One** shall be entitled to suspend the service.

5. General rules of using the service

5.1. Sender's responsibilities

The sender shall package all consignments in full compliance with the provisions set forth in section 5.1.2., ensuring suitability for industrial parcel handling and efficient road transport, and shall attach the fully completed parcel identification labels and documents provided by **Express One**, as well as submit the relevant data electronically. If sender fails to fulfil the above obligation, **Express One** shall be entitled to print a new label for the parcel; however, assumes no liability for any resulting error, and may charge a fee for manual data recording. **Express One** Hungary Kft. shall be entitled to erase the parcel data to which no parcel is assigned/received within 5 working days of such data being entered into the system. In lack of data sent electronically or in writing, **Express One** shall have the right to refuse to transport the consignments until receipt of the data. If the quantity of Sender's consignments significantly (but at least by 30%) differs from the daily volume limit set out in the contract, they shall communicate the same by no later than 12 p.m. (noon) on the day of required goods collection by email to volumen@expressone.hu. In such cases, **Express One** shall examine the feasibility of the deadline for goods collection and delivery, and shall give feedback in writing.

In lack of the above (previous communication or written approval), **Express One** shall be released from its obligation to collect any consignment above the general volume, and shall have the right to set the delivery deadline in 48-72 hours, irrespective of the specified mode of transport.

5.1.1. Compliance with rules regarding the content of the consignment

Sender shall be responsible for ensuring that the content of the consignment complies with the law and the conditions of the General Terms and Conditions.

The consignment must not contain any object or material the transportation of which is prohibited by law or the General Terms and Conditions. Certain objects or materials specified in the General Terms and Conditions may only be dispatched with the conditions prescribed in the General Terms and Conditions. Objects excluded from transportation are listed in *Annex 1*, and **Express One** shall refuse their acceptance. Objects and the energy or power sources necessary for their operation may only be placed within the same parcel if the packaging prevents the object from accidentally becoming operational.

Express One shall not be obliged to examine consignments to determine whether their contents are excluded from transportation. If, however, in any phase of the service, it finds that the consignment has excluded content or the conditions necessary for restricted transportation are not met, it shall not deliver the consignment to the consignee and, if appropriate, may report the case to the competent authority. If, after dispatch, **Express One** notices or becomes aware that the consignment contains items excluded from transportation, it shall refuse to perform or continue the service, notify the sender accordingly, and return the consignment to the sender, with all associated costs to be borne by the sender. Sender shall be liable for any damage caused by the consignment in human life, health, physical integrity, objects, as well as in the equipment of **Express One** and in other consignments. Sender shall bear their own damage and compensate any additional costs incurred by **Express One** (e.g. return, repackaging, costs related to damage mitigation, fines levied by the authorities etc.) as a result of sender's non-compliance with the requirements set out by law or in the General Terms and Conditions.

5.1.2. Packaging, seal, addressing

The sender is responsible for ensuring that consignments are clearly addressed for transportation and packaged securely, in a manner suitable for and protective of their contents. The sender must also ensure that unit loads do not tilt, topple, or become distorted during manual or mechanical handling. Goods dispatched on pallets must be secured by wrapping or strapping in such a way that the goods are not damaged, yet the unit load remains stable under normal forces encountered during transportation.

Packaging of consignments: The consignments must be packaged in line with the characteristics, nature, shape and weight of the content, and such that the cover of the consignment protects internal content. The sender shall be liable for any damage caused by the content of the dispatched consignments.

The use of the 'Fragile' label does not exempt the sender from their obligation to package the goods in line with the nature of the same, and does not in itself protect the goods.

For fragile objects (glass, porcelain, bottles, medicinal and injection vials, infusion bottles etc.), if the external packaging is undamaged, no compensation shall be due even if part of the content is damaged or leaked and contaminated the rest of the content due to the insufficient nature of the internal packaging. The internal packaging shall be such as to protect the consignment from external impacts, and to prevent it from shifting by keeping held firmly in place.

The prevention of any leakage within the parcel shall be the Client's responsibility by using a hermetic seal. **Express One** will not assume liability for any damage resulting from leakage.

Boxes strapped together may not be collected, as the packaging may disintegrate and only the box identified with the label will be delivered.

As cover, clean, light-coloured packaging material shall be used that does not impair the legibility and handling of the address label, and which provides a suitable basis for affixing the address label and other markings easily and durably. **Express One** does not guarantee handling of parcels according to the "this side up" marking. Sacks, baskets and other objects customarily not packaged in commercial practice do not need packaging; however, even in such cases, it is necessary to provide for a surface suitable for affixing the address label and other markings.

Any parcel over 40 kg must be placed by the sender on an 80 cm × 120 cm pallet and fixed securely. **Express One** shall not undertake to return the pallets to sender. If the sender has a Pallet Return Agreement, but the consignee of the consignment fails to provide an exchange pallet, and **Express One** can prove this fact using its designated form, **Express One** shall not be liable to the sender for returning the pallets.

The total weight of a multiple-piece consignment dispatched to the same address may not exceed 150 kg. Consignments dispatched this way exceeding 150 kg shall be considered as pallet consignments.

The quantity of box consignments dispatched to the same address may not exceed 15 pcs/consolidated address (*7.1 Shipment consolidation*) or the size of 80×120×80cm. In case of exceeding these size limits, sender shall place their unit load on a pallet and fix it securely. If the consignment is not packaged properly, **Express One** may automatically return it to the sender the next day.

Consignments are transported in a non-heated/non-cooled load compartment, thus, depending on weather conditions, they may be exposed to a temperature between -20 and +70 Celsius degrees; **Express One** shall assume no liability for any resulting damage to the content (e.g. freezing, melting etc.), not even in the case of late delivery.

Sealing of consignments: The cover, the internal and external packaging and sealing shall be such as not to allow access to the content without manifestly damaging the cover.

Addressing of consignments: The address on the consignment must be clear, accurate and easily legible. **Express One** shall not accept for transportation any consignment the addressing on which is modified by crossing, overwriting or by any other means. The full name of the consignee must be indicated on the consignment. More than one name may be indicated as the consignee.

The address label (self-adhesive label) shall clearly distinguish between the address of the sender and the consignee. The address label must be placed on the top of the consignment so that the printing quality of the label is proper i.e. legible.

The address data must be indicated in Latin script, Arabic numerals (district, street, number, building, floor, door) or, if required, Roman numerals, legibly, using address labels (printed self-adhesive labels) durably affixed to the consignment.

The adhesive label must be affixed to the consignment in such a way that it cannot become detached during handling. In the case of reused packaging materials, the sender is required to remove any invalid identification labels prior to dispatch; otherwise, **Express One** shall not be held liable for any errors arising from failure to do so.

The consignee's name and address must be indicated lengthwise on the consignment, on the upper side, on the top of the consignment, in accordance with the transportation rules.

The sender is required to indicate the following address details on the consignments:

- the sender's name
- the name or designation of the consignee(s);
- the place of destination of the consignment – name of settlement/town;
- the location – the street/public space, number, stairwell;
- the closer address – floor, door;
- the postal code;
- if the consignment is addressed to abroad, the name of the country;
- the COD amount payable.

Express One shall not undertake delivery to a topographical lot number. If the sender indicates more than one address on the consignment, **Express One** will consider the address first indicated and, if one of the addresses is a PO Box, it will consider the other address, and will use that as the return address.

The consignee's responsibilities are set out in the General Terms and Conditions.

6. Establishment and settlement of the service fee

6.1. Establishment of the fees

The customer shall pay a fee for using the services offered in the General Terms and Conditions (hereinafter: services).

The service fees are specified in the effective standard rates in Annex 2 to these General Terms and Conditions. The e-toll surcharge and fuel surcharge to be added to the delivery fees applicable to our contracted partners can be found in the 'Downloadable documents' menu on our website (www.expressone.hu).

Express One shall have the right to check and weigh the consignments dispatched by the customer, and establish the freight applicable to the delivery of the consignment based on the result of the weighing. The gross weight of the consignments shall include the weight of the packaging, including the weight of the pallets. In the case of contractual partners, upon dispatch of parcels, the collecting driver shall only confirm the number of parcels received, provided that they are packaged in a manner suitable for verification. The itemised registration and weighing of the parcels shall take place in the central parcel processing facility. Upon receipt, **Express One** carries out the weighing automatically, on an electronic scale, and registers the data automatically by assigning the measured weight to the parcel number. For consignments comprising multiple packaging units, the individual weight of the individual packaging units will be rounded up to whole kilograms, and **Express One** establishes the total weight of the consignment on this basis.

Service fees can be settled by bank transfer, under and in accordance with the conditions of the contract concluded with the service provider in writing. For one-time orders, the freight shall be paid in cash or by bank card at the courier collecting the goods on the basis of the weight provided upon sending the goods collection request, and based on the payment notice sent electronically. After collecting the goods, **Express One** will issue an electronic invoice in each case.

Service fees are determined by **Express One**. In the case of prices that fall under free pricing, **Express One** shall notify the customers of any change in the rates 30 days before the introduction of the new rates, on its website.

From the effective date of such change, the customer shall pay the new rates.

Express One may claim the fees of postal services and all other charges in relation to the consignment within five years calculated from the date of delivery of the consignment.

6.2. Payment methods

Service fees may be paid by the sender or the payer by bank transfer, or by the one-time client in cash or by bank card. It is neither possible nor allowed to use a franking machine. In case of payment by bank card, **Express One** can provide payment based on the so-called paypass (contactless) payment technology.

Payment by bank transfer: as a general rule, **Express One** issues invoices for periodic settlement payable by bank transfer to the sender.

The client shall settle the invoice by the deadline, by bank transfer. For other services offered, in the case of non-payment or significant delay in payment (after the 30th day following expiry of the payment deadline), **Express One** shall have the right to:

- retain the consignments of the partner concerned in its central warehouse without delivery, and apply to them the process specified

for unreturnable consignments as per Section 4.3 above, and/or automatically set off any collected COD against the currently outstanding amount.

- charge default interest under Section 6:155 of the Civil Code as in force from 15/03/2013 or at a rate specified on the invoice issued to the client, from the first day of the delay, and claim the compensation of any other legal and other expenses incurred by it in connection with the collection of the amounts outstanding.

- the statute of limitations period for the claims based on the invoices issued by **Express One** is 5 years.

For contracted partners, the sender shall settle the service fee by the relevant deadline, by bank transfer to **Express One's** bank account.

Under a one-time written agreement, the fee shall be paid with the frequency set out in the relevant agreement, after the issue of the invoice, by the deadline indicated on the relevant invoice, by bank transfer.

7. Services (refer to Annex 2 for the rates)

After confirmation of receipt, **Express One** transfers and delivers each consignment in a registered and recorded manner.

The data indicated as comments or additional information etc. provided by the sender on **Express One's** on-site client software and/or during any data provision in relation to the dispatch of goods shall not qualify as a service. These shall be handled as additional information, and **Express One** will do its best to take these into consideration while providing the service, but assumes no liability for full compliance with them.

7.1. Available services

- 5320'03 Courier activities
- 6311'03 Cargo handling

At the sender's choice, the following courier services are available for an additional charge:

DIR – Direct Delivery

Express One ensures a courier dedicated to the sender for the same-day delivery of the consignment. This takes 10 hours from the time of collection.

At the sender's choice, the following express postal services are available for an additional charge:

08H – Express Delivery

Express One delivers the sender's consignment by 8 a.m. on the working day following the day of collection.

Delivery is available in certain settlements/towns only. The list of these settlements/towns can be viewed on the www.expressone.hu website among downloadable documents.

This service is available for contracted partners only.

10H – Morning Delivery

Delivery takes place by 10 a.m. on the working day following collection of the goods. Delivery is available in certain settlements/towns only. The list of these settlements/towns can be viewed on the www.expressone.hu website among downloadable documents.

This service is available for contracted partners only.

12H – Delivery Before Noon

Express One delivers the sender's consignment by 12 noon on the working day following the day of collection.

This service is available for contracted partners only.

EST – Delivery After EOB

Delivery between 5 p.m. and 9 p.m. (exact delivery time within this interval cannot be selected) on the working day following collection of the goods. This service is only available for consignments dispatched to Budapest (address with a postal code starting with 1). It is only available jointly with the SMS notification service. Only for small parcels (not for pallet dispatch).

This service is available for contracted partners only.

At the sender's choice, the following other postal services not replacing the universal service are available for an additional charge:

N48 – Delivery to Hypermarkets

Delivery to hypermarkets within two working days. For consignments addressed to hypermarkets, **Express One** shall attempt delivery within two working days following collection of the goods—unless the sender has requested a scheduled ("time-window") delivery—by the end of working hours, with a waiting time of one hour.

This service is available for contracted partners only. The service fees do not include the fees of the 'itemised consignment delivery' and 'document return' services.

Express One will automatically deem the 'itemised consignment delivery' and 'time-window' additional services as ordered and shall have the right to fully invoice the transport fee, without notifying the Sender, if that is the only way the relevant hypermarket takes delivery of the consignments. In the case of itemised shipments, the required documents must be placed on the outside of the packaging in a document pouch.

Express One shall have the right to deliver the consignments to hypermarkets indirectly (through the display service).

The list of hypermarkets is contained in Annex 4 of the General Terms and Conditions. This service is available for contracted partners only.

N24 – Delivery to Hypermarkets

Delivery to hypermarkets by the next working day. **Express One** shall attempt delivery of consignments addressed to hypermarkets on the working day following collection of the goods, by end of business, unless the sender requested time-window delivery, with a one-hour waiting time.

The service fees do not include the fees of the 'itemised consignment delivery', 'time-window' and 'document return' services.

Express One will automatically deem the 'itemised consignment delivery' and 'time-window' additional services as ordered and shall have the right to fully invoice the transport fee, without notifying the Sender, if that is the only way the relevant hypermarket takes delivery of the consignments.

Express One shall have the right to deliver the consignments to hypermarkets indirectly (through the display service).

The list of hypermarkets is contained in Annex 4 of the General Terms and Conditions. This service is available for contracted partners only.

K24 – Delivery to Central Hypermarket

Delivery is to a central hypermarket if the Sender dispatches the consignment to a central hypermarket listed in Annex 5. For this type of transport, **Express One** will automatically deem the 'itemised consignment delivery', 'time-window' and 'document return' additional services as ordered and shall have the right to fully invoice the transport fee, without specifically notifying the Sender. For this service, the maximum waiting time is 2 hours. In the event of partial or unsuccessful delivery due to the sender's fault, **Express One** shall notify its customers electronically, indicating the reason. **Express One** shall not be liable for, nor assume any responsibility for, damages arising from non-performance. The service is available exclusively to contracted partners. The Client shall be obliged to notify the ordered interval of the K24 service 24 hours before the time of release, in writing, by email to diszp@expressone.hu.

E24 – Night Delivery to Hypermarket

Express One delivers the sender's consignment addressed to a hypermarket between 5 p.m. and 7 a.m. on the working day following the day of collection.

This service is available for contracted partners only.

· SZO – Saturday Delivery

Express One delivers the sender's consignments on the Saturday following dispatch.

This service is available for contracted partners only.

D2S – Delivery to Parcel Point

Express One delivers the sender's consignment addressed to a parcel point on the first working day following the day of

collection—within the working day following collection—to the parcel point specified by the consignee. In case of delivery to a parcel point, it is not possible to dispatch the consignment as 'Freight payable by consignee'; the sender shall be the party paying the freight.

The weight of the consignments dispatched in the D2S service may not be more than 20 kg and their size may not be larger than 60x60x60 cm/package unit. The value of the consignment may not exceed HUF 250,000 net. The D2S service is only available to contracted customers and to customers using **Express One's** Online Consignment Management Platform.

ARU; AR3 – Order to Pick Up Goods

Express One picks up goods at an accessible address outside the customer's business site anywhere in the country, then delivers the consignment to the customer's own business site or a specified third address by end of business on the working day following collection. In these cases, it is not possible to collect COD.

For other postal services not replacing the universal service, our customers may obtain precise information about the whereabouts of their parcels through our customer service (Tel: +36-1/8777-400) or via online tracking (www.expressone.hu).

This service is available for contracted partners only.

Shipment consolidation

Express One consolidates i.e. forms units of the parcels dispatched by the same sender, the same day, with the same mode of transport and packaging unit (box or pallet) and to the same delivery location but under different waybill numbers.

Returns

Express One's returns service means collecting a consignment (e.g. goods covered by guarantee or sent for service) from the consignee and returning it to the sender on the next working day. Transportation at returns rate is conditional upon the return consignment not exceeding the parameters of the original consignment (identical packaging unit and nearly identical weight and size).

Express One shall be entitled to refuse collection of returns if it violates the previous paragraph or other provisions of these General Terms and Conditions. If the return consignment is not collected, **Express One** shall not be liable for any resulting claims for damages. **Express One** does not undertake itemised collection and delivery for returns, nor does it undertake return collection conditional upon delivery.

This service is available for contracted partners only.

Itemised delivery of goods

At the sender's request, **Express One** delivers the consignment to the consignee in an itemised manner; opens the packaging of the consignment in the consignee's presence and accounts for the quantity of the consignment by reconciling it with the document attached by the sender. Where the sender did not order the itemised delivery service but the consignee requires this service due to its rules of procedure for taking delivery of the goods, **Express One** shall have the right to set the deadline for delivery of the consignment in 48 hours and charge a service fee, or refuse to provide the service.

Express One may not be held liable for any damage resulting from differences detected during the itemised delivery of goods, provided that the packaging of the consignment was undamaged and intact at the time of the delivery attempt.

This service is available for contracted partners only.

COD collection

For COD deliveries, the amount payable shall be collected by bank card or in cash, and will be forwarded by **Express One** to the sender by bank transfer. In case of payment by bank card, **Express One** can provide payment based on the so-called paypass (contactless) payment technology.

The payment receipt shall be sent to the consignee via email to the email address provided by them.

During COD management, **Express One** shall have the right to charge a transaction fee to the customer, at the rate specified on our website (www.expressone.hu) in the 'Downloadable documents' menu.

Express One assumes full liability for the complete and accurate payment of the amount collected in the postal services upon COD, up to HUF 1,000,000/address.

Within Hungary, **Express One** shall collect COD amounts exclusively in Hungarian forint, and in case of cash payment, the amount must end with 5 or 0. For all COD amounts exceeding HUF 300,000, **Express One** shall exclusively provide bank card payment option to the consignee.

Express One will only undertake to collect the COD amount if the amount is clearly indicated on the accompanying documents.

Express One may not be obliged to provide any change necessary for collection.

The amount of COD for international consignments may only be collected in the official currency of the given country, and **Express One** will transfer the amount once a week and only to a bank account opened in the given country in the same currency.

COD specified at dispatch may only be modified or cancelled in writing by the Client, sent to ugyfelszolgalat@expressone.hu.

Document return

The documents to be returned must be affixed by the sender to outside the parcel, in a clearly visible manner, while the consignee's copies must be placed inside the parcel or, if that is not possible, in a separate pouch marked 'consignee's copy'.

When using the customer programme, identifiable document numbers found on the documents to be handled must be indicated in the document identification field. These fields may only provide information to **Express One**, thus document identification numbers or account numbers not required for return must not be entered. In the absence of an original document identification number, the sender must provide the document with an identifiable document number, and in case of another client, the sender's name indicated on the document must also be entered in the relevant field of the customer programme.

If document return fails due to the sender's error (no document return is marked, the document is not affixed to the side of the parcel, not the right document is affixed to the parcel or not in the right number of copies) or delivery under another name is not indicated, **Express One** may not be held liable for the failure of document return and undertakes no subsequent document return.

If documents are missing or document return fails, the sender shall be obliged to provide a copy of the original documents.

Under this service, provided that the conditions of document return are complied with, **Express One** assumes liability for returning the documents signed and stamped by the recipient – or, in lack of stamp, provided with their ID card number – to the client on the second working day following drop-off at the earliest.

Express One shall notify the sender if document return fails through either the sender's or **Express One's** fault, provided that it has the sender's contact details (email, phone number).

We have no means to send the documents by any other means (scan, fax) other than prescribed; except in the case of clarifying a complaint, if any, in connection with the receipt of the goods. This service is available for contracted partners only.

7.2. Collection

Consignment collection may take place at a determined time and date at the sender's business site or address, only if requested electronically. **Express One** shall notify the customer of the expected time of collection at the business site.

The sender may designate a maximum of 3 own business sites where **Express One** performs goods collection orders.

Consignments shall be collected by **Express One's** subcontracted courier under the oral agreement between the customer and **Express One**.

The service can be ordered electronically through the WEBCAS or eBox platform.

The conclusion of the **Express One** courier service contract and the receipt of the consignment by **Express One** are evidenced by the **Express One** collection list (containing the recipient's signature and the service provider's details), or, in case of dispatch via eBox (<https://expressone.hu/e-ugyfelszolgalat/feladom-a-csomagom/>), by the signature on the handheld device or delivery used by the courier, as well as payment of the freight charge. If, at the time of consignment collection, the recipient is unable to accept parcels by number, a so-called conditional handover shall take place. In case of conditional acceptance, **Express One** Kft. acknowledges the actual handover/takeover of the consignment based on the so-called receipt scale data; in the absence of such data, the document alone, even if indicating conditional acceptance, MD_72_28 General Terms and Conditions

does not prove actual receipt of the consignment. If, upon visual inspection, the courier deems the consignment hazardous to their personal safety or unsuitable for safe transportation with the available vehicle, or if the consignment contains items excluded from transportation as specified in *Annex 1* of the General Terms and Conditions, the courier may refuse its collection.

If the customer has no consignments ready for dispatch on the electronically ordered collection date/time (via WEBCAS, eBox interface), they must notify **Express One** of the cancellation; otherwise, the collection fee will be invoiced to the customer.

7.3. Weight and size limits

The weight and size limits of the consignments transportable by **Express One** are, by having regard to the means of transport, the following:

- in case of transport by car, the maximum weight of postal parcels may be 31.5 kg each, that of other parcels 40 kg each; for pallet consignments 600 kg/pallet, with a maximum area of 800*1,200 mm, height 1,700 mm, including the height of the pallet.
- for consignments with a specific weight less than 167 kg for 1 cubic metre, **Express One** determines the freight based on volumetric weight calculation. Calculation of volumetric weight: volumetric weight (kg) = height (cm) x length (cm) x width (cm) / 6000 (cm³/kg)
- for consignments exceeding 200 kg gross addressed to the same address, and for consignments dispatched on two or more pallets or NGK parcels, **Express One** shall have the right to set the delivery deadline in 48-72 hours, irrespective of the agreed mode of transport.
- for pallet consignments, where manual delivery by human power is not possible, the Consignee/Sender shall be responsible for ensuring any necessary machine. If manual loading or unloading is required at the address, the consignee/sender is responsible for moving the goods, while the **Express One** courier assists with loading or unloading.

7.4. Special consignments

If the Client's consignment cannot be handled according to **Express One's** standard goods handling and/or transport process, **Express One** shall have the right to charge further extra fees in addition to the freight. Such special consignments shall include:

Consignments posing occupational health and safety risks

The consignments that, due to their form and/or other characteristics (e.g. unpackaged consignments, protruding parts, sharp surfaces, hidden dangerous goods etc.), may cause injury or damage during transport.

Consignments that cannot be packed together (assembled on a pallet)

The consignments whose form, shape or packaging prevents unit load creation.

Oversized, overweight or other consignments not sortable on roller table (NGK consignments)

- Overweight consignments mean the packaging units over 31.5 kg that the sender has not assembled on a pallet, and as such their safe handling requires machine assistance or more than one person. Furthermore, overweight consignments include pallet consignments whose weight exceeds 600 kg/pallet. The maximum weight of the overweight pallet is 800 kg.
- consignments with a weight of less than 31.5 kg but with special dimensions over 110 cm in length and/or 50 cm in width and/or 50 cm in height, are considered oversized.
- that have a cylindrical shape and therefore do not lay still on the sorting belt;
- consignments not suitable for handling on the roller table also include barrels, cans and/or bottles containing liquids and/or consignments in sacks that may become unstable or fall from the sorting belt, as well as strapped consignments that may become entangled in the sorting machine, potentially causing material and/or personal damage and/or damage to the consignment;
- fragile consignments
- overly flat consignments, meaning those with a thickness of less than 5 cm but with other dimensions exceeding A4 size.

By reason of the above, **Express One** shall have the right to invoice surcharge per transport unit (i.e. parcel or pallet) on the ground of NGK (not sortable), oversized and/or overweight consignments. If

applicable, more than one surcharge may be invoiced for a transport unit. The effective basic rate of the surcharge is specified in *Annex 2*.

EKÁER Consignments

In accordance with the provisions of Decree No. 50/2014. (XII.31.) NGM of the Minister for National Economy, 1 January 2015 saw the introduction of the Electronic Trade and Transport Control System (hereinafter according to the Hungarian acronym: EKÁER) in Hungary.

The party ordering transportation services from **Express One** shall be responsible for fulfilling the reporting obligation relating to the consignments coming under the scope of the EKÁER. **Express One** assumes no liability whatsoever for any damage or consequence resulting from the failure or deficiencies of reporting.

Express One undertakes the delivery of EKÁER consignments and, under a relevant power of attorney, undertakes to record any changes in vehicle registration numbers in the EKÁER system of the NTCA (National Tax and Customs Administration of Hungary) on the client's behalf, against a surcharge.

The surcharge rate is specified in *Annex 2*.

If, without any fault on its part (e.g. force majeure), **Express One** is unable to perform the above modifications in the vehicle registration number, it shall not be liable and shall have no obligation to pay damages.

If, during modification of vehicle registration data, **Express One** uploads wrong data to the NTCA system due to its own fault, and the sender / consignee of the consignments suffers damage as a result, **Express One** shall pay five times the amount of the service fee, payable for the transport of the EKÁER consignment in question, to the client as damages. The payment of damages shall be conditional upon the party subject to reporting obligation sending the fine notification sent by the NTCA to **Express One** within 72 hours (3 working days) of receipt. The date of receipt of the document must be evidenced in a credible manner.

8. Delivery of consignments

8.1. General rules of delivery

The service provider shall deliver the consignments to the address indicated by the sender on the consignment or the accompanying document thereof, save as otherwise agreed by the parties or otherwise instructed by the consignee.

Express One Hungary Kft. shall be entitled to erase the parcel data to which no parcel is assigned/received within 5 working days of such data being entered into the system.

Express One shall repeat the first unsuccessful delivery or ARU/AR3/ARP collection attempt once free of charge, unless it is clearly determined during the first unsuccessful attempt that a second attempt would also fail.

In case of unsuccessful delivery, **Express One** shall inform the consignee by electronic message (email or SMS) forwarded to the consignee's mailbox provided by the consignee or sender, no later than the first working day following the delivery attempt.

After the second failed delivery attempt, **Express One** will return the consignment to the sender and shall be entitled to invoice the freight. Upon the sender's instruction, **Express One** may destroy the consignment. An unsuccessful delivery performed on an extraordinary working day ordered by **Express One** shall be considered a delivery attempt.

If the consignment cannot be delivered even after a waiting time of over 10 minutes due to the consignee's fault and/or the consignee's rules of procedure for taking delivery of the goods, **Express One** shall be released from the agreed delivery deadline.

Previously provided ETA (Estimated Time of Arrival) details are for informational purposes only; deviations from these shall not constitute grounds for delivery complaints.

If the consignee uses the so-called flexible delivery (FlexDel) service on **Express One's** online platform or otherwise notifies **Express One** through any of its official contact channels of their wish to receive the consignment on a different day or at a different address, **Express One** shall be entitled to charge an additional fee. Changing the delivery date or address via the FlexDel service (or through any official **Express One** customer service channel) shall be considered a delivery attempt (after which **Express One** is obliged to attempt delivery once on the date/address modified by the consignee). **Express One** undertakes to store consignments necessary for repeated delivery attempts up to the 5th working day following the first delivery attempt for all services.

Express One shall deliver consignments to the address indicated by the sender on the consignment or its accompanying document, unless otherwise agreed by the parties or instructed by the consignee. With the sender's written consent (given either beforehand or subsequently) or upon the consignee's explicit written request, **Express One** may deliver the consignment to a parcel point or parcel locker located within a maximum distance of 1000 metres from the originally specified address. **Express One** shall notify the sender at least 24 hours in advance about the use of this delivery method, and shall also inform the consignee via email and SMS contacts provided at dispatch or subsequently by the consignee, including the necessary access details. For international export consignments, **Express One** is entitled to redirect the consignment to a parcel point or parcel locker.

Express One is entitled to return any received piece of an incomplete multi-piece consignment to the sender after the 2nd working day following its receipt.

For pallet consignments, where manual delivery by human power is not possible, the Consignee/Sender shall be responsible for ensuring any necessary machine. If manual loading or unloading is required at the address, the consignee/sender is responsible for moving the goods, while the **Express One** courier assists with loading or unloading.

Inaccurate addressing shall not release the service provider from having to attempt the fulfilment of its service obligations undertaken in the service contract, however, the service provider shall be released from its obligation to pay damages if delivery fails or is delayed due to an inappropriate address.

Delivery shall only take place after the payment of the COD amount (if any) and after signing the certificate of receipt; before that, the consignee may not check the content of the parcel.

8.2. Place of delivery

8.2.1. Home delivery

Within Hungary, **Express One** delivers all consignments to the specified consignee, in accordance with the 'consignee's business site' term. For private individuals, consignments are delivered to their home (to the door if floor and door number are provided), and for companies, to their business site. In the case of consignments with the parameters as per Section 7.4, **Express One** does not undertake delivery to floor and door.

8.2.2. Indirect delivery

The service provider may deliver the consignment to a so-called indirect delivery person instead of the private individual consignee if one of the following facilities operates at the given address:

- armed forces;
- penal institution or juvenile detention home;
- healthcare or social care institution;
- hotel, student or workers' accommodation, resort;
- the operator, in the case of office buildings or shopping malls.

At the locations listed above, **Express One** shall deliver the consignments to the head of the organisation under law or to the person authorised by such head to take delivery of consignments, at the place ensured by such indirect delivery person.

8.2.2.1. Special delivery

- **Express One** automatically insures the consignments up to a goods value of HUF 100,000, that is, the fee items communicated as the standard rate include comprehensive consignment insurance.

- **Express One** assumes full liability up to a goods value of HUF 500,000/consignment i.e. five hundred thousand forints/consignment, as follows:

For consignments with a value of over HUF 100,000 and less than or equalling HUF 500,000, **Express One** undertakes to insure the consignment as an optional service for additional insurance premium corresponding to 0.34% of the net consignment value.

Where the value of the consignment exceeds HUF 100,000, **Express One** only assumes liability for any damage to the consignment if the Client selected the consignment insurance option when placing the transport order.

8.2.2.2. Consignments not allowed to be delivered indirectly

- damaged registered consignment
- consignment dispatched with COD

- all further consignments where indirect delivery is excluded by law or the parties' agreement
- the consignment concerning which the consignee objects to indirect delivery in writing

In the case of consignments where indirect delivery is not allowed, the service provider shall notify the consignee of the arrival of the consignment by leaving a note.

The indirect delivery person shall be obliged to handle the consignments addressed to them (or their employees) separately.

8.3. Delivery of consignment to the authorised recipient

Authorised recipients include the consignee, authorised representative, verbally appointed person, substitute recipient, indirect delivery person, and the organisation's representative.

The service provider shall deliver each consignment to the authorised recipient. By delivering the consignment to the authorised recipient, the service provider shall be considered to have performed the service contract.

Consignments addressed to legal persons, business organisations without legal personality, and other organisations (hereinafter collectively: organisation) may be received by the organisation's representative. Representatives include the organisation's head, delivery agent, delivery administrator, liquidator, and voluntary liquidator, as well as employees, members, or natural persons employed in the mailroom or reception area when delivery occurs at the organisation's business premises or other premises open to customers. Persons authorised to sign for the organisation or represent it generally shall be considered the organisation's head. The service provider shall also consider it a consignment addressed to the organisation even if the name of a natural person is also indicated next to the organisation's name in the address label of the consignment addressed to an organisation, or if the name of the natural person and the organisation's (mailing) address (without its name) is indicated on the consignment.

The authorised recipient other than the consignee shall be responsible in accordance with the general rules of civil law for handing over the consignment to the consignee.

8.3.1. Acknowledgment of receipt

The recipient shall acknowledge receipt of the consignment on the delivery document, after recording the time of delivery:

- for organisations, by clearly indicating the recipient's full name, representative capacity, and the number of their personal identification document, along with their signature;
- for private individuals, by indicating the recipient's full legible name, affixing their signature, and by indicating the number of their document suitable for personal identification.

The consignee may also authenticate the receipt electronically by using an electronic delivery device. In addition to obtaining the recipient's signature, the **Express One** courier shall request the recipient's name and the number of their personal identification document, which will be recorded alongside data stored in the electronic delivery device, allowing retrieval of the recipient's name and identification document number from the electronic parcel information.

The electronic document containing the image of the signature recorded with the electronic delivery device capturing the signature shall have full evidential value as regards the authorised recipient's receipt of the consignment.

Express One provides unlimited parcel information (IOD) to the Client regarding the parcels dispatched by the Client, by phone or in the online parcel search system, from the morning of the second working day following collection. Proof of delivery (POD) in writing may be requested by the Client free of charge for up to 5% of the average number of parcels handed over by the Client per day. **Express One** is entitled to charge a reasonable document preparation fee if the demand for accompanying documents exceeds the usual amount. The document acknowledging receipt of the consignment signed by the authorised recipient (courier delivery) or the electronically acknowledged and signed receipt (on an electronic delivery device) shall be considered a valid delivery document.

If receipt of a consignment addressed to a private individual is acknowledged by a person other than the consignee, the recipient shall also specify the relationship between him/herself and the consignee.

In case of refusal to sign, the service provider shall return the consignment to the sender, by indicating the reason.

A registered consignment addressed to a consignee who cannot write, is not familiar with Latin letters, is blind or is prevented from writing due to a change in their physical condition, shall be delivered

in the presence of a literate witness of legal age. The witness shall sign their own name on the delivery document upon delivery, by indicating their capacity as a witness. Both the witness and the consignee must prove their identity to the delivery person.

Consignments addressed to a minor or a person under guardianship excluding their capacity to act will be delivered by the service provider to the statutory representative or the custodian instead of the consignee. The statutory representative or the custodian may certify their capacity with a personal ID card, a final court resolution, an authority ID or an authority certificate.

Upon the death of the natural person consignee or the termination of the consignee that was a legal person, business organisation without legal personality or other organisation, the service provider will return the consignment to the sender immediately after becoming aware of this fact.

8.3.2. Take-back, return

Express One shall be obliged to take back any consignment delivered by mistake, even if already opened, and/or its content, by concurrently recording the fact that delivery took place by mistake, to pay back any fee collected upon the mistaken delivery and, after sealing the consignment and indicating the fact of the previous mistaken delivery, take care to properly deliver the consignment.

Undamaged and intact consignments delivered to an agent, substitute recipient or delivered indirectly will be taken over by **Express One** by indicating the reason for undeliverability and affixing the recipient's (intermediary's) signature, and sent back to the sender if delivery to the consignee fails.

Duly delivered COD consignments will not be taken back by **Express One**. If, during delivery, the consignee or their agent declares in writing that they do not accept the consignment, **Express One** will return the consignment to the sender by indicating the reason, disregarding the deadlines for receipt.

If such persons refuse to make a declaration in writing, the service provider will record this fact on the delivery document and the consignment.

If the consignment cannot be delivered for a reason not attributable to **Express One**, the service provider will return the same to the sender, by indicating the reason.

9. Provision of information, lodging complaints

9.1. Provision of information

Express One agrees to inform its customers of any material change in the terms and conditions of contract.

It shall publicly disclose via telephone, email, and website:

- General Terms and Conditions;
- the fees applied;
- its phone number for contacts and other contact details;
- all other information of public interest.

9.2. User notifications, complaints

In accordance with applicable law, **Express One** must ensure that its customers can make their notifications in relation to the service (hereinafter: complaints) free of charge.

Customers can submit their complaints in the following manner:

- by phone;
- by mail;
- on the internet;
- verbally.

Complaints shall mean notifications wherein the user of the service (customer) claims that the service provided by **Express One** or the work of **Express One's** employee is not in compliance with the provisions of law or these General Terms and Conditions, in part or in full. **Express One** shall record notifications, reports, and claims for compensation regarding partial loss or damage of postal consignments among complaints. The objective of the complaint may also consist in resolving an individual legal injury or violation of interests. The service user's request for information regarding the exact details of the forwarding and delivery of the consignment shall not qualify as complaint.

Complaints may be submitted in connection with **Express One's** services within a limitation period of six months from the date of dispatch if in connection with the consignment, while regarding an activity or behaviour complained of, the complaint may be submitted within thirty days of becoming aware of the same but no later than within six months following the activity or behaviour in question.

In case of verbal observations, **Express One** shall, to the extent possible, take steps immediately on site to resolve the injury, or shall provide the necessary information. **Express One** shall inspect the complaint(s) and respond to the customer as soon as possible after the submission of the complaint but no later than within 30 calendar days.

For complaints made verbally or by phone, the date of submission is the date of making the complaint, while for complaints made in writing, by mail or any other manner, the date of receipt. If the customer requests a written answer to their complaint communicated verbally or by phone, or submits their complaint in writing, **Express One** will notify the customer of the outcome of the inspection in writing. **Express One** shall examine all incoming complaints within the framework of a procedure that is free of charge, simple, transparent and non-discriminative. The service provider keeps records of all complaints. If the foreign service provider sends information with delay, the domestic service provider responsible for the performance of the service contract shall not be held liable if it has done everything in its power to provide timely data or information to be obtained from the contracted partner's service provider. If the complainant does not accept the response provided to their complaint, or if Express One fails to respond within the deadline, the complainant may turn to the competent supervisory authority (currently the National Media and Infocommunications Authority) within 30 days from receipt of the response or, in the absence of a response, from the expiry of the response deadline, to investigate the complaint or its handling. The complainant must be informed of this possibility in the answer relating to the complaint.

Express One shall be entitled to extend the deadline for conducting the investigation once by an additional 30 days, provided that the complainant is simultaneously informed in writing.

10. Rules of data processing, data protection and confidentiality

10.1. Data reporting

Express One is obliged to provide to the infocommunications authority all data relating to **Express One** necessary for the use of the services, for providing access and/or for performance of the infocommunications authority's tasks, even if such data qualify as trade secrets.

Express One shall make the provisions of its General Terms and Conditions available to the public.

During the data reporting as above, the entity providing the data is responsible for the timeliness, authenticity, accuracy and verifiability of the data content.

10.2. Protection of personal data, confidentiality obligation

Express One may process and transfer the data relating to and/or obtained during performance of the service by having regard to the provisions of the Act on the protection of personal data and disclosure of information of public interest.

Express One may become familiar with the content of the consignment forwarded by it only to the extent necessary for performing the service.

Express One:

- may not open any sealed consignment, save as otherwise provided for in this Section;
- may inspect non-sealed consignments only in order to establish the data necessary for collection, processing, forwarding and delivery, to the extent necessary;
- may not disclose any data obtained during performance of the service to any third party except for the sender, the consignee (or other authorised recipient) and the contributor(s);
- may not hand over the consignment for inspection of the content thereof to any third party except for the sender, the consignee (or other authorised recipient) and the contributor(s);
- may not provide information on the provision of the service to any third party except for the sender, the consignee (or other authorised recipient) and the contributor(s).

The person presenting the document certifying dispatch of the consignment shall be considered to have the same rights as the sender. Furthermore, the person communicating to **Express One** by way of telecommunication (telecommunications device, internet) the unique identification data of the postal consignment (e.g. code, postal ID) and, if necessary, the name of the sender and the consignee and the delivery address shall also be considered to have the same rights as the sender.

Express One may open the sealed consignment if

- the cover of the consignment is damaged to such an extent which justifies its opening in order to protect its content, and the protection of the content cannot be ensured by re-packaging it without opening;

- this is justified to avert any danger caused by the consignment;
- the retention time of the undeliverable postal parcel has expired.
- if the postal consignment is likely to contain hazardous or perishable items, making its retention by the postal service provider unreasonable.

The consignment shall be opened by a two-person committee, who shall record the opening process and any measures to be taken in a protocol. **Express One** shall select the members of such committee from its employees, members, agents and contributors. If it is not feasible to operate the committee, opening may take place in the presence of an authorised representative of the local government. The fact of opening must be recorded on the consignment and, if possible, the sender must be notified of the fact and the reason of opening.

Express One and the person (organisation) contributing in its activities shall use appropriate organisational and technical measures to ensure the confidentiality of the consignments, communications and/or disclosures forwarded with **Express One's** involvement. **Express One** and the person (organisation) contributing in its activities shall, if the legal conditions are met and if a relevant inquiry is sent, hand over or present such consignment, communication or disclosure to the organisations authorised by relevant legislation to access the same, and allow for their inspection, storage and/or other intervention in such consignment, communication or disclosure.

10.3. Liability of postal employees, agents and contributors

The data protection and confidentiality obligation shall apply to the employees, members, agents and contributors of **Express One**—even after the termination of their employment, membership, agency or legal relationship for contribution—the same way as **Express One** itself, and they shall be liable for any breach of such obligation.

11. Liability for the performance of services

In the event of non-contractual performance of services, including damage, content deficiency, loss, or destruction of the consignment, **Express One** shall be liable in accordance with the provisions of the effective Postal Services Act and these General Terms and Conditions.

Furthermore, **Express One** shall not be liable for any damage occurring in the scope of the services where

- the damage occurred for an unverifiable reason outside the scope of the service provider's operations (e.g. acts of war, sabotage, revolution, terrorist bombing or other emergency, natural disaster, fire, strike, bomb threat, or the measures taken on the instructions of the bodies authorised under the National Defence Act),
- the consignment is packaged in a way not appropriate for its internal content,
- the damage was caused by the consignment's internal characteristics, packaging deficiencies not recognisable from the outside, insufficient address, or an address remaining from earlier deliveries of the packaging of the consignment that the sender failed to remove,
- the sender failed to provide prior notification of any special handling requirement (e.g. fragile),
- multiple parcels were strapped/bundled together and such strapped/bundled quantity has decreased.

and/or for any indirect damage or loss of profit.

The burden of proof in relation to the above paragraphs shall rest on the following persons:

- the service provider as regards the deficiencies of packaging and the insufficient address, and/or that the damage was caused by an unverifiable reason outside of its scope of operations, or by a person other than the injured and the service provider performed in conformity with the contract;
- the sender and/or the consignee as regards that the damage was not the result of the deficiencies of packaging or the insufficiency of the addressing and/or that the damage was not due to the content or internal characteristics of the consignment.

In the event of indirect delivery, the service provider's liability shall pass to the recipient upon handover of the consignment. The recipient shall be liable to the consignee in accordance with the general rules of civil law.

11.1. Indemnification

11.1.1. General rules of indemnification

Partial loss (missing contents) or damage to a postal consignment—if recognisable—must be immediately indicated to Express One on the delivery document at the time of delivery or return delivery, simultaneously requesting that a report be drawn up regarding these circumstances. Failure to do so shall result in forfeiture of rights. If partial loss (missing contents) or damage is not immediately recognizable upon delivery (or return delivery), it must be reported in writing to Express One and recorded in a report within a strict deadline of 3 working days from the date of delivery; failure to do so will result in the loss of the right to claim. The claim for damages may be submitted simultaneously with the notification.

In the event of delayed delivery of a time-guaranteed postal consignment, the customer may submit a written claim for damages against Express One within a limitation period of 15 days from receipt of the consignment.

In the event of total loss or destruction of a postal consignment, the customer may submit a written claim for damages to Express One within a limitation period of 6 months starting from the 15th day after dispatch.

If Express One becomes aware of the total loss or destruction of a postal consignment through a complaint procedure, and at the time the customer receives Express One's response confirming the total loss or destruction there are fewer than 30 days remaining of the original 6-month limitation period, the limitation period for submitting a claim shall be extended to 30 days from the date of receipt of such response.

If Express One is unable to retrieve and correctly deliver a postal consignment that was delivered incorrectly, it shall consider the consignment lost, prepare a report documenting this fact, and promptly forward the report to the sender.

If Express One detects damage or deficiency at any stage of consignment handling, it shall prepare a report documenting the fact and extent of such damage or shortage, and deliver the consignment accompanied by this report.

Upon receiving notification within the applicable limitation period regarding partial loss (missing contents), damage, total loss, or destruction of a postal consignment, Express One shall prepare a report and promptly forward it to the customer electronically. The customer may submit their claim for damages related to the specific damage event based on this report, which Express One can only assess upon receipt thereof.

During the assessment of a claim for damages, Express One may request proof and evidence of the extent of damage if the postal consignment was dispatched without declared value. The claim for damages must include the waybill number and be accompanied by documents verifying the consignment's content, supporting documents substantiating the amount claimed (e.g., purchase invoice, other documents verifying net value), and the completed claim form downloadable from Express One's website.

Generally, the sender is entitled to enforce the claim for damages. The consignee may enforce a claim for damages if

- the consignment was delivered to them or another authorised recipient, or
- the sender has assigned the right to enforce the claim for damages to the consignee in writing, or
- the consignment is considered the consignee's property according to Section 41(5) of the Postal Services Act. In the case of a distance contract, Express One shall accept as proof of the recipient's ownership the electronic confirmation sent by the sender company to the consignee as a consumer, indicating receipt of full payment, provided that no additional fee payable by the consignee upon delivery is associated with the consignment.

If the customer has submitted their notification, report, or claim within the limitation periods, but Express One disputes it or fails to pay the undisputed amount within 60 days, the customer may enforce their claim for damages before a court within a limitation period of 1 year from the dispatch of the consignment. The duration of proceedings initiated before a conciliation body due to a consumer dispute shall not be included in the limitation period for enforcing claims.

11.1.2. Assessment and payment of the claim for damages

In the event of destruction, loss, or total or partial missing contents of a consignment, **Express One** shall assess the compensation claim submitted on the basis of a report within 30 days following receipt of the claim, and shall promptly inform the customer of the outcome.

If it finds that the claim is substantiated, **Express One** will take action to pay the damages within 8 calendar days after the assessment. **Express One** may demand ownership of the damaged assets connected with the claims for damages it has granted and where the damage occurred during its non-postal services.

If **Express One** rejects the claim in part or in full, it shall communicate the reasons thereof to the customer in writing.

11.1.3. Amount of damages

In the event the content of the consignment is damaged, deficient, lost or destroyed, **Express One** shall pay lump sum damages as follows:

Where a value-declared consignment is lost or destroyed, the amount of damages shall be equal to the amount of value indicated by the sender at the time of dispatch.

Where a value-declared consignment is damaged or its content is deficient, the amount of damages shall be proportionate to the extent of the deficiency or the damage, but may not exceed the declared value.

If the consignment was dispatched with time-guarantee but with no value declared, and is destroyed or lost completely, **Express One** will pay as damages fifteen times of the amount of the service fee.

Express One shall have the right to check the value of the time-guaranteed but not value-declared consignment against the commercial purchase invoice presented by the sender.

If COD as a special service is used, **Express One** shall be liable up to the amount payable on delivery if it delivered the consignment without collecting the amount or by collecting a lower amount. In such cases, the payment of damages will take place within 3 banking days following the day when the Sender assigned their claim against the consignee regarding the given consignment to **Express One**.

Express One assumes full liability up to a goods value of HUF 500,000/consignment i.e. five hundred thousand forints/consignment in cases where the sender requested consignment value insurance as per Section 8.2.2.1. Where no value insurance was specifically requested, **Express One's** liability for damages shall amount to up to HUF 100,000 per consignment. **Express One** cannot provide the option of overinsurance for ARU/AR3 delivery methods.

For international services, **Express One** shall compensate for the damage in accordance with the rules of the international CMR convention, that is, in the case of lost, destroyed or damaged consignments, the compensation shall amount to EUR 8.33/kg based on the weight of the given consignment, multiplied by the SDR value (https://en.wikipedia.org/wiki/Special_drawing_rights) in effect at the date of the damage, and taking the corresponding forint amount calculated with the MNB central rate valid on the date of the incident. This shall be calculated as follows: (kg*EUR 8.33) * SDR value, and calculating the corresponding amount in HUF.

Express One has no means to ensure the possibility for overinsurance.

11.1.4. Procedure for consignments found after the payment of damages

If the consignment or a part of its content is found after the payment of compensation, **Express One** will notify the beneficiary of the compensation thereof. **Express One** will return the consignment to such beneficiary who, in such a case, is not required to pay back the amount of damages received. Where the delivery attempt fails and the beneficiary of the compensation fails to respond to the notice within 8 days, **Express One** will consider that the beneficiary has renounced the consignment or the content found.

11.2. Service Provider's refund obligation

Express One shall refund any fee or fee difference established by mistake upon collection or collected by mistake upon delivery, as well as the fee of any non-performed service—after the establishment of this fact—to the sender of the consignment where

- the consignment was returned to its place of dispatch, without reaching its place of destination, due to **Express One's** fault,
- **Express One** failed to perform the service contract,
- the consignment dispatched with the special fragile service and packaged accordingly has been damaged.

Express One shall refund part of the fees paid in the following cases and within the following frameworks (partial fund):

The overpaid amount where the sender or the consignee paid a fee higher than that is due according to the rates, and this can be

verified from **Express One's** handling documents or from the consignment.

11.3. Liability for late delivery of the postal consignment

Express One shall pay damages for late delivery of the consignment dispatched with time guarantee, unless it demonstrates that the delay was caused by an unverifiable reason outside its scope of operations. The amount of damages shall be twice the fee paid for the service with time guarantee.

Where the consignment was dispatched without time guarantee, **Express One** shall have no liability to pay damages for late delivery.

Where, in domestic transport, the consignment is not delivered—or delivery is not attempted—by the fifteenth day following dispatch, then, save as otherwise agreed by the parties, the consignment shall be deemed lost, and the rules for lost consignments shall be applied to the damages payable.

If the consignment deemed lost is later found, it shall be delivered. However, the damages already paid (if any) shall not be repaid to the service provider even in the case of delivery.

12. Quality of service provision

In the provision of its services, **Express One** agrees to fully perform the services ordered and paid by the customer in accordance with

14. Validity

These General Terms and Conditions are the amended version of the General Terms and Conditions published on 16 June 2009, and are valid from 15 March 2025.

the General Terms and Conditions, forward the consignments in safe condition, and deliver them whole and undamaged, in accordance with the quality requirements set out in the relevant government decree.

The route and method of forwarding of the consignments collected shall be determined by **Express One** in accordance with the service ordered.

12.1. Lead times for domestic transport

Express One organises and operates its activities so as to meet the endpoint to endpoint delivery periods of consignments dispatched for domestic transport as follows:

Express One agrees to deliver or to attempt to deliver the consignments as requested by the relevant sender and in compliance with the effective or future contracts.

13. Cooperation in the interest of covert investigations

Express One shall cooperate with the organisations authorised to conduct covert investigations by separate legal acts. When commencing the provision of the service, the service provider shall ensure the conditions for the application of the tools and methods of covert investigations in respect of its equipment and premises. Data disclosure to organisations authorised to conduct covert investigations is free of charge.

Date: 25/02/2025

Annex 1

Objects excluded from transportation

- goods of special value, e.g. precious metals, jewellery, money, coins, antique furnishings and works of art, furniture, all types of securities, documents of monetary value, winning lottery tickets, tender applications, documents subject to late penalty, deeds and stamps
- consignments with insufficient packaging or without packaging, with particular regard to fragile goods, furthermore, goods with insufficient and misleading indications or with no indications at all;
- parcels strapped together
- battenboards
- all types of perishable goods;
- materials able to change their volume under the influence of warmth and heat (fats, oils etc.)
- objects that violate decency or dignity of the deceased (ashes and remains)
- live plants and live animals;
- white goods (refrigerator, washing machine, oven, tumble dryer etc.)
- batteries, consignments in buckets, cans or sacks,
- sanitary goods (washbasins, sinks, lavatory pans, shower cabins etc.) of extremely fragile materials (porcelain, granite, glass)
- narcotics, drugs and psychotropic substances, other hallucinogens and substances specified in the Criminal Code
- stabbing and cutting weapons, firearms, ammunition, explosives, and goods subject to ADR (dangerous goods) transportation.*
- consignments that may only be forwarded by universal and licensed postal service providers,
-
- goods over 3 m of length and/or 3.2 m of perimeter;
- poste restante consignments, consignments addressed to PO boxes or topographical lot numbers, as well as consignments addressed to farms, vineyards, or rural areas (unknown to navigation systems)
- dry ice, radioactive substances;
- foodstuffs, excise goods, alcoholic beverages and products containing alcohol, tobacco products;
- consignments with racist, obscene, public or otherwise inappropriate inscriptions or images on the packaging

The consignments referred by law to the competence of another organisation in a monopoly position may not be taken over by **Express One** for forwarding.

If the Client, due to lack of data provision or deliberate concealment, hands over dangerous goods (subject to ADR) to Express One, Express One shall be entitled to halt the forwarding of such goods at any point in the transport chain (collection, warehouse processing, sorting, trunk route transport, delivery). Following written notification from Express One, the Client shall immediately arrange for the removal of these goods; if the Client fails to fulfil this obligation (in their capacity as loader or shipper), Express One shall be entitled to invoice the Client for storage and handling fees. If the Client fails to arrange for the removal of these goods within five working days, Express One shall be entitled to engage a company specialising in hazardous goods transport at the Client's expense. Express One shall be entitled to pass on all resulting material and ethical damages to the Client, and the Client shall bear all legal consequences arising therefrom.

Rules regarding import prohibitions (restrictions) applicable in the destination country and countries involved in handling consignments dispatched abroad are available on Express One's website.

Annex 2

Fees for our non-contract customers using the eBox interface:

	D2D	D2X	X2D	L4L	
Domestic fees	Handed over to courier Collected from courier	Handed over to courier Collected at a parcel point	Dropped off at a parcel point Collected from courier	Dropped off at a parcel point Collected at a parcel point	
0-2kg	2490	1789	1789	1388	HUF/address
2.1-5 kg	2690	1990	1990	1590	HUF/address
5.1-10 kg	2990	2490	2490	1990	HUF/address
10.1-15kg	3490	2990*	2990*	2490*	HUF/address
15.1-20 kg	3990	3490*	3490*	2990*	HUF/address
20.1-30 kg	4990				HUF/address
30.1-40 kg	6990				HUF/address
40.1-50 kg	11,990				HUF/address
50.1-60 kg	14,990				HUF/address
60.1-70 kg	15,989				HUF/address
70.1-80 kg	17,990				HUF/address
80.1-90 kg	19,990				HUF/address
90.1-100 kg	20,989				HUF/address
For each additional 50 kg	11,990				HUF/address

*For packages between 10 and 20 kg, there may be restrictions on available drop-off and pick-up locations.

We do not handle consignments over 20 kg at parcel points.

COD (Cash on Delivery) collection of goods value up to HUF 500,000.	648	HUF/address
COD (Cash on Delivery) collection of goods value over HUF 500,000. The service fee is a percentage rate of the amount collected (up to HUF 1,000,000).	0.5	%

	Zone 1	Zone 2	Zone 3	
International fees	Export shipment 2-3 working days	Export shipment 3-4 working days	Export shipment 4-6 working days	
0-5kg	8382	22,098	25,908	HUF/address
5.1-10 kg	10,668	30,442	32,968	HUF/address
15.1-20 kg	14,159	40,564	50,598	HUF/address
20.1-30 kg	18,250	47,142	60,848	HUF/address
30.1-40 kg	22,314	50,698	65,900	HUF/address
40.1-50 kg	25,349	57,036	72,238	HUF/address
50.1-60 kg	27,394	62,344	82,118	HUF/address
60.1-70 kg	28,397	67,424	85,796	HUF/address
70.1-80 kg	30,442	73,000	109,487	HUF/address
80.1-90 kg	31,941	77,572	123,177	HUF/address
90.1-100 kg	32,969	82,385	136,868	HUF/address
For each additional 50 kg	9398	14,465	24,422	HUF/address

	Country code	Transit time	Zone
Austria	AT	2 days	1
Romania	RO	2-3 days	1
Slovakia	SK	2 days	1
Croatia	HR	2-3 days	1
Slovenia	SI	2 days	1
Bulgaria	BG	4.5 days	1
Poland	PL	3 days	2
Czech Republic	CZ	3 days	2
Germany	DE	3 days	2
BENELUX	BE, NL, LU	4 days	2
Italy	IT	4 days	2
France	FR	4 days	3
Spain	ES	4 days	3
Portugal	PT	5-6 days	3

*Restrictions may apply to handling consignments between 10 and 20 kg at parcel points.

** Prices include the e-toll and fuel surcharge, the transaction duty and VAT (27%).

When sending a package through the eBox interface, the shipping fee must be paid in cash or by credit card to the courier who picks up the goods.

2.1 Fuel surcharge calculation:

The effective transport charges are subject to the percentage surcharges as per the following table.

The amount of fuel surcharge depends on the price of diesel oil a litre as officially published by the NTCA (www.nav.gov.hu) on the first working day of each month.

Diesel price level published by NTCA in HUF/litre	In addition to the domestic transport fee	In addition to the international transport fee	Diesel price level published by NTCA in HUF/litre	In addition to the domestic transport fee	In addition to the international transport fee
0 - 499.9	1.0%	1.5%	700 - 709.9	22.0%	33.0%
500 - 509.9	2.0%	3.0%	710 - 719.9	23.0%	34.5%
510 - 519.9	3.0%	4.5%	720 - 729.9	24.0%	36.0%
520 - 529.9	4.0%	6.0%	730 - 739.9	25.0%	37.5%
530 - 539.9	5.0%	7.5%	740 - 749.9	26.0%	39.0%
540 - 549.9	6.0%	9.0%	750 - 759.9	27.0%	40.5%
550 - 559.9	7.0%	10.5%	760 - 769.9	28.0%	42.0%
560 - 569.9	8.0%	12.0%	770 - 779.9	29.0%	43.5%
570 - 579.9	9.0%	13.5%	780 - 789.9	30.0%	45.0%
580 - 589.9	10.0%	15.0%	790 - 799.9	31.0%	46.5%
590 - 599.9	11.0%	16.5%	800 - 809.9	32.0%	48.0%
600 - 609.9	12.0%	18.0%	810 - 819.9	33.0%	49.5%
610 - 619.9	13.0%	19.5%	820 - 829.9	34.0%	51.0%
620 - 629.9	14.0%	21.0%	830 - 839.9	35.0%	52.5%
630 - 639.9	15.0%	22.5%	840 - 849.9	36.0%	54.0%
640 - 649.9	16.0%	24.0%	850 - 859.9	37.0%	55.5%
650 - 659.9	17.0%	25.5%	860 - 869.9	38.0%	57.0%
660 - 669.9	18.0%	27.0%	870 - 879.9	39.0%	58.5%
670 - 679.9	19.0%	28.5%	880 - 889.9	40.0%	60.0%
680 - 689.9	20.0%	30.0%			
690 - 699.9	21.0%	31.5%			
			For each additional 10 HUF started	+ 1.5%	+ 1.5%

2.2 E-toll calculation:

The effective transport charges are subject to the percentage surcharges as per the following table:

Sender's postal code	Consignee's postal code	For domestic parcels	For domestic pallet consignments
0 - 1999	0 - 1999	1.5%	16.5%
0 - 1999	2000 - 9999	10.5%	25.5%
2000 - 9999	0 - 1999	10.5%	25.5%
2000 - 9999	2000 - 9999	15.0%	30.0%

2.3 International E-toll calculation

Sender's postal code	International destination country	For international parcel consignments	For international pallet consignments
0 - 1999	Any foreign destination	10.5%	25.5%
2000 - 9999	Any foreign destination	15.0%	30.0%

Annex 3

Supervisory authority:

National Media and Infocommunications Authority

Address: 1133 Budapest, Visegrádi u.106.
Postal address: H-1376 Budapest, Pf. (PO Box) 997
Telephone: +36-1-468-0500
Fax: +36-1-468-0680
E-mail: info@nmhh.hu

Annex 4

The list of stores treated by Express One as hypermarkets (N24, N48); except for the central stores listed in Annex 5

Aldi Magyarország Élelmiszer Bt. (Aldi Stores)
Auchan Magyarország Kft.
ÁFÉSZ stores
BAUHAUS SZAKÁRUHÁZAK Kereskedelmi Bt.
CBA Kereskedelmi Kft.
CO-OP Hungária Zrt. (Coop chain of stores)
Tízpróba Magyarország Kft. (Decathlon stores)
SPAR Magyarország Kereskedelmi Kft. (Spar, Interspar stores)
LIDL Magyarország Kereskedelmi Bt. (LIDL stores)
METRO Kereskedelmi Kft.
OBI Hungary Retail Kft.
Praktiker Magyarország Kft.
Reál Hungária Élelmiszer Kft.
MMSH Magyarország Kft. (Media Markt stores)
TESCO-GLOBAL Áruházak Zrt.
Office Depot Kft
BestByte Kft Allee Áruház

Annex 5

The list of stores treated by Express One as central hypermarkets (K24):

- Euronics headquarters (H-1239, BILK and H-2071 Páty)
- Tesco Herceghalom, (H-2053, Herceghalom, Zsámbéki út)
- SPAR Bicske (H-2060, SPAR út 0326/1.)
- SPAR Üllő (Zsaróka út H-2225)
- TESCO Gyál (Bem József u. 28.)
- Douglas Central Warehouse (Száva utca 9. H-1107)
- Penny Market Kft (Alsónémedi, H-2351, Északi-Vállalkozói tér 5)
- CBA Kft (H-2351 Alsónémedi, 2402/1 hrsz.)
- ALDI (H-2051 Biatorbágy Mészárosok útja 2.)
- Országos Dohánybolt supplier (National Tobacco Shop Supplier) centres
- HOPI Headquarters (Gyál, Hrsz. 7000/13, H-2360)
- MÜLLER Magyarország Bt (H-8868 Letenye, Mura út)
- Rossmann Magyarország Kft (Üllő, H-2225 Zsaróka utca 8)
- MS-E Commerce Kft (H-1239, ÓCSAI ÚT 7.)
- Penny Market Headquarters (H-5300 Karcag, Penny u.1)
- Auchan Üllő (Üllő, Zöldmező u., H-2225)
- Lidl central warehouses (Szigetszentmiklós, Hejőkürt, Székesfehérvár)

Annex 6

Marking