

GENERAL TERMS AND CONDITIONS

trans-o-flex as an enterprise

1st The Contracting Parties

1st1. The Service Provider

trans-o-flex Hungary Kft.

(hereinafter: **trans-o-flex**)

Headquarters: 12 Európa road, Budapest, Hungary, 1239
Mailing address: Budapest, Európa út 12., 1239, Hungary
Order processing:
Telephone: +36-1/8777-400
Fax: +36-1/8777-499
E-mail: penzugy@tofhungary.hu;
ertekesites@tofhungary.hu
ugyfelszolgalat@tofhungary.hu;
www.tofhungary.hu
Web site: www.tofhungary.hu
Customer service center: 12 Európa road, Budapest, Hungary, 1239
Opening hours: Monday through Friday, 08:00-17:30

Basic activities: Carrying out normal and express package transportation services by couriers as described by Act CLIX of 2012, article 2, paragraphs 9 and 15 (hereinafter the Post Act), as well as other postal services in the territory of Hungary, not meant to substitute any general postal services as defined by article 8, paragraph 1, item (d).

Courier services: **Trans-o-flex** undertakes that its employee delivering a registered domestic consignment with a guaranteed delivery time – to be delivered within 24 hours from the time of pickup – shall keep the consignment under his/her personal supervision until it is personally received by the addressee, and also that the sender can modify the addressee or the address of the consignment at any time, or take other necessary measures in case of unsuccessful personal delivery.

Express postal services: Registered domestic or international consignments with guaranteed delivery deadlines that are delivered on the next working day within the country; by the third working day to EU member states; and by the fifth working day to other international destinations; and also offer at least one of the following extra services:

- traceable handling
- cash on delivery shipment
- value statement
- delivery exclusively to the hands of the named addressee
- pickup of the consignment at the permanent or residential address of the sender, at his/her headquarters, branch office or other premises.

Other postal services not substituting general postal services: Package transportation with personal delivery, whose handling can be traced by the sender, and offers at least one of the following additional services to be chosen from by the sender at his/her discretion:

- picking up the consignment at a place defined by the sender;
- guaranteed delivery time;
- delivering the consignment to the new address, if the addressee is modified by the sender;
- verification of the delivery;
- personalized service.

Other available services

49.41 Delivery of goods by road
49.42 Moving
52.10 Warehousing and storage
52.24 Cargo management
52.29 Other additional transportation services
82.11 Complex administrative services
82.92 Packaging

Trans-o-flex is entitled to use the services of third party transporters, and shall be fully liable for their services.

1st2. The client

The client shall be a natural person, a legal entity, an economic organization without legal entity or any other organization that agrees to the General Terms and Conditions or, in special cases, uses the services under special conditions set forth in individual contracts.

When using **trans-o-flex** services, the sending party (hereinafter: the sender) shall be the natural person, legal entity, economic organization

without legal entity or any other organization indicated on the consignment as the sender.

The Sender shall forthwith notify **trans-o-flex** in writing of any significant changes in data, if there has been any change:

- in the name or address of the Sender
- in the place provided by the Sender for the picking up of the goods
- in the bank account number of the Sender
- in the identity of the person authorised to sign and act for and on behalf of the Sender
- in the company form of the Sender.

Addressee: A client indicated as such on the consignment, on its packaging, or in its attached packing list.

Independently from the existence of the contractual relationship, **trans-o-flex** considers a person as its client that starts a query procedure or vindicates claims from **trans-o-flex**.

2nd Subject matter of the contract

Based on the service contract of the **trans-o-flex** courier service, **trans-o-flex** undertakes, upon the due fees paid, to collect from the sender his/her consignments with a size, weight, content and packaging that meet the conditions set forth in the General Terms and Conditions as well as legal regulations, and to forward and deliver them to an addressee or entitled receiver at an address defined by the sender.

Rules concerning the packaging, closing, labeling and sending of consignments will only be covered in this chapter if they are different from the general rules defined in the chapter on the sender's tasks.

The General Terms and Conditions details the definition of consignments, as well as the limitations of their size, weight and content.

Consignment: For the purposes of this contract, a consignment shall be a postal matter that fulfils the above mentioned weight and size limitations and is addressed on its packaging (on a self-adhesive label) or on a form attached to it (the waybill).

Types of consignments: Mail consignments and parcel consignments, delivered by **trans-o-flex** by road, accompanied by a waybill.

3rd Conclusion, modification and termination of the contract

3rd1. Conclusion of the contract

The service contract is concluded by picking up the consignment from the sender, or by agreeing to carry out the service. The consignment is picked up by acknowledging its receipt in writing.

The starting date of the execution of the service contract is verified by the date and the exact time of pickup recorded by the service provider and the signature of the agent picking up the consignment.

If the General Terms and Conditions require a written contract, then it shall be considered as concluded when the written contract is signed by all contracting parties.

The service provider shall provide the customer with all the forms that are necessary for using the services – including the specifically designed waybills – free of charge, until the dispatching of 50 consignments. Over such volume, the customer shall use the client program. The sender shall be responsible for obtaining the etiquettes necessary for the usage of the client program. If the consignment is dispatched with waybills, **trans-o-flex** shall be entitled to charge a fee for data recording.

Unless the contracting parties agree otherwise, the service provider shall be obliged to pick up the consignment only in case the sender has packed it into a coverage that matches the type, nature, and quantity of its content, which cannot be accessed without obvious damage to the packaging and sealing.

Unless the General Terms and Conditions or the Parties stipulate otherwise, the payment of the service fee shall be due within eight working days after the first invoice following the delivery of the consignment is issued. If it is agreed by the parties in a contract, the payment deadline may be longer but only on condition that the contract is in a written form.

In the service contract, the parties may depart from the provisions of this General Terms and Conditions by mutual agreement, except where such departure is prohibited by relevant legal regulations.

The contracting parties shall not depart from the rules of the General Terms and Conditions if, as a consequence of such departure, the pickup, processing, forwarding or delivery of the consignment risks life, health, bodily integrity or the right of the addressee to receive the consignment safely.

3rd2. Modification of the contract (subsequent instructions)

The sender shall have the right to modify the contract exclusively in the following cases:

3rd2.1st Modification of the contract by the sender before forwarding the consignment

The sender of the consignment – within the framework of subsequent instructions – may request special or exclusive services, as well as modify or cancel his/her original order, or ask his/her consignment back before it is forwarded.

3rd2.2nd Modification of the contract by the sender after forwarding the consignment

The sender may also modify the address data of the consignment after the consignment is forwarded – subject to relevant rules concerning subsequent instructions, and against payment of a special fee –, and the service provider must take these modifications into account before starting delivery to the place of destination.

If the modification of the address entails the forwarding of the consignment to another place of delivery or the return of the delivery, the fee payable for additional forwarding must be paid.

4th Refusing to provide the service

4th1. Refusing to conclude and fulfill the contract

Trans-o-flex shall be obliged to refuse to conclude or fulfill the service contract if any of the following facts becomes known to **trans-o-flex**:

- that the fulfillment of the contract infringes the law or an international treaty;
- that the content of the consignment is obviously harmful or hazardous to life, health, bodily integrity or the human environment;
- that the consignment does not meet the requirements defined for conditional deliveries;
- that the packaging of the consignment does not meet the requirements set forth in the General Terms and Conditions.

The additional costs arising from refusing the fulfillment as described above, or from the return delivery of the consignment, shall be borne by the sender.

Trans-o-flex shall be entitled to refuse to conclude the contract if:

- the fulfillment of the service is suspended or limited by law;
- the traffic conditions necessary for fulfilling the service – for reasons outside its scope of activity – are not available.

If **trans-o-flex** has reasonable grounds to presume that the conclusion of the service contract should be refused, **trans-o-flex** may make the conclusion of the service contract dependant on whether the sender proves that this presumption is groundless. If the sender wishes to prove that the presumption is groundless, the opportunity to do so shall be given to him/her on the spot and immediately. If, as a result of the sender's argument, the presumption proves to be groundless, the service provider shall re-pack the consignment in a safe way, free of charge. After such repacking, the service provider may not refer to the incompleteness of the packaging later.

4th2. Termination of the contract

Reasons for terminating the service contract:

- **trans-o-flex** does not fulfill the service undertaken in the contract;
- the consignment is undeliverable;
- the sender withdraws from the service contract.

4th3. Undeliverable consignments

A consignment shall qualify as undeliverable if:

- for a reason outside the reach of the service provider, it cannot be delivered to the addressee (or another entitled receiver), nor returned to the sender, or
- the fee payable for the consignment is not paid by the sender of the consignment, nor by the addressee – if it is so agreed.

Consignments excluded from delivery and those that can be delivered conditionally are included in *Appendix 1*.

Undeliverable consignments shall be returned by the service provider to the sender, the costs of such returning being charged to the sender at the service provider's discretion. If the sender does not pay for the costs of returning, or if return is impossible due to reasons outside the reach of the service provider, the consignment shall be considered unreturnable.

Unreturnable consignments:

The service provider is obliged to keep and preserve unreturnable consignments. This safe-keeping shall be governed by the applicable rules

of actions performed without due authority and unjust possession set forth in the Civil Code, with the following variations. The Service Provider shall keep registered consignments (except for those mentioned under items (b) and (c)) for three months from the date of pickup, and destroy them afterwards;

shall keep packaged consignments for three months, and then open them; shall open registered consignments at once if the keeping time set forth under items (a) and (b) cannot be observed due to the hazardous or perishable nature of their contents.

After opening, the Service Provider will sell the products contained in the consignment if they have commercial value, or destroy them.

The opening and assessment, as well as the destruction of consignments takes place in the presence of a committee of two, with the minutes taken, the members of the committee being the employees, members, commissioners or partners of the Service Provider. The minutes shall be stored by the Service Provider for a year from the date of pickup.

Money proceeding from the sales of such products shall be used or reserved by the Service Provider to cover its expenses incurred by the storage of the unreturnable consignment.

4th4. Suspension of service

In case the sender sends a type of consignment which is excluded from delivery according to Appendix 1 of the General Terms and Conditions, or does not fulfill his/her payment obligation as set forth in section 6.2, **trans-o-flex** is entitled to suspend the service.

5th General rules of using the services

5th1. The sender's tasks

The sender has to pack every consignment in accordance with the requirements of industrial parcel handling and effective road transportation, and provide them with **trans-o-flex**' standard parcel identification information and documents filled in properly. If the sender fails to fulfil the aforesaid obligation, then **trans-o-flex** shall be entitled to complete the waybill; however, **trans-o-flex** shall assume no responsibility for any faults arising from doing so. **Trans-o-flex** shall not be responsible for errors made in filling in the forms.

5th1.1st If the data sent electronically or in writing are incomplete – by the fault of the sender –, **trans-o-flex** shall be entitled to refuse the delivery until the data arrive.

5th1.2nd Observing the rules concerning the contents of consignments

The sender is responsible for ensuring that the content of his/her consignment complies with the laws as well as the General Terms and Conditions.

Consignments shall not contain any objects or materials the delivery of which is prohibited by law or by the General Terms and Conditions. Any object or material defined in the General Terms and Conditions may be sent only subject to observing the conditions set forth in the General Terms and Conditions. Objects excluded from delivery and those that can be delivered conditionally are listed in *Appendix 1*. Objects with their energy sources shall be placed in the consignment in a such a way that it prevents their accidental starting and operation.

Trans-o-flex shall not be obliged to examine the content of the consignment regarding whether it is excluded from delivery or if it can be delivered subject to certain conditions. If, however, it becomes obvious in any phase of the service that the content of the consignment is excluded from delivery or the conditions of its delivery are not met, **trans-o-flex** will not deliver the consignment to the addressee. The sender shall be liable for any damages caused by his/her consignment in the life, health and bodily integrity of people, in other objects or consignments, and in **trans-o-flex**' equipment. The sender shall bear its own damages and reimburse **trans-o-flex** for any supplementary costs (e.g. return, re-packaging, costs incurred by mitigating the damages, fines imposed by administrative authorities, etc.), if such damages arose as a consequence of the sender not observing the provisions of law as well as those of the General Terms and Conditions.

5th1.3rd Packaging, sealing, addressing

It is the sender's task to ensure the addressing of his/her consignment is suitable for delivery and that the packaging corresponds to and provides appropriate protection for its content.

Packing the consignments: Consignments must be packed in accordance with the qualities, nature, shape, and weight of their contents, in a way that the packaging provides adequate protection for the content. The Sender shall be liable for any damage caused by the content of the consignments dispatched.

Applying the label "Fragile" does not exempt the sender from the obligation of packaging the consignment in accordance with its nature, and does not protect the consignment!

In case of fragile items (glass, porcelain, bottles, medicine and injection vials, infusion bottles, etc.), if the outer packaging is intact, no compensation can be made even if, due to the deficiencies of the inner packaging, a part of its content is damaged or was spilled, contaminating other items in the package. The inner packaging should be of such quality as to protect the content from outer impacts, and hold it fixed to prevent displacement.

No banded boxes may be picked up because the packaging may fall apart, and packages identified with labels will be delivered.

As an outer coverage, a clean and clear packaging material must be used, which does not disturb the readability and the handling of the addressing, and on which the address document and other marks can be stuck in a simple and durable way. Bags, baskets and objects that are not usually packed in trade practice do not have to be packed.

Packages with a weight of more than 40 kg shall be loaded and fixed safely on a pallet with a surface size of 80 cm × 120 cm. **Trans-o-flex** does not undertake to return pallets to the sender.

The overall weight of the consignment dispatched as a parcel shipment may be a maximum of 150 kg. The consignment over 150 kg so dispatched shall be regarded as a palletised shipment.

The quantity of consignments in boxes dispatched to one address may not be over 40 pieces per address or sized 80x120x170cm. Over 40 pieces and sized 1,632 m3 (80x120x170cm), the sender shall package on pallet and fasten safely the unit load dispatched by it.

Sealing the consignments: The coverage as well as the internal and external packaging and sealing of the consignment must be of such quality that its content cannot be accessed without obvious damage to the packaging.

Addressing the consignments: The consignment must be provided with a clean, accurate and easy to read address. **Trans-o-flex** will not accept consignments for delivery with a crossed out, re-written or otherwise modified address. The name of the addressee shall be indicated on the consignment in its full form. Several names can be listed as addressees.

The address document must be formulated in a way that the address of the sender and that of the addressee can be separated clearly. Address information must be written on the address document attached to the consignment in a durable way, as well as on the attached address list and other accompanying documents in Latin letters and Arab numbers (Roman numbers for districts, road and street numbers, building, floor and door numbers, if necessary), in a legible way in ink, with a typewriter, a ball-point pen or by printing. Attached address documents can be hanged, stuck or sewn on the consignment, in a way that it cannot be detached during handling. If recycled packaging materials are used, the sender shall take off the invalid identification information before sending the consignment, if not, **trans-o-flex** cannot be held responsible for any resulting errors.

The name and address of the addressee shall be indicated on the top side of the consignment, in the longitudinal direction.

The sender must indicate the following address information on the consignment:

- the name of the addressee (addressees);
- the place of destination of the consignment – the name of the town;
- the address – name of the street or public area, the number of the building and the number of the staircase;
- the closer address – floor and door number;
- the zip code of the destination;
- the name of the country for international destinations.

Trans-o-flex does not undertake delivery to topographical lot number. If the sender indicates several of his/her own addresses on the consignment, then the one listed first shall be considered as the address of return delivery. If any of the sender's addresses is a post box, this shall be automatically excluded from among the return delivery addresses by **trans-o-flex**.

Addressees' tasks are described in the General Terms and Conditions.

6th Calculating and paying the fee of the services

6th1. Calculating the fees

The client is obliged to pay a fee for using the services named in the General Terms and Conditions (hereinafter: "the services").

Service fees are contained by the valid tariff, representing Appendix 2 of the present General Terms and Conditions. The degree of e-toll fee surcharges to be calculated for current freights can be checked in Appendix 2 and in the "Downloadable documents" section of our web site (www.tofhungary.hu).

Trans-o-flex shall be entitled to check the weight of consignments sent by the client, measuring them on a scale and use the measured data to calculate the freight. The gross weight of consignments includes the weight of the packaging and the weight of the pallets as well. In case of contractual partners, the couriers picking up the consignment will only check the number of collected parcels. The itemized registration and weighing of

packages takes place in the central parcel processing depot. When the packages arrive to the center, they get weighed and registered automatically using electronic scales, the measurement data being associated with the number of the packages. If the consignment is made of more than one packaging unit, the individual weight of each packaging unit shall be rounded up to the integer kilogram, based on which **trans-o-flex** shall determine the total weight of the consignment.

Based on a written contract concluded with the service provider, and in accordance with the conditions thereof, service fees can be paid by bank transfer as well.

Service fees shall be defined by **trans-o-flex**. If prices defined by **trans-o-flex** change, clients will be informed of such changes 30 days before the introduction of the new fees, via its web site.

From the date the modifications enter into force, clients will have to pay the new, accepted fees.

Trans-o-flex shall be entitled to claim the fees of its services and other expenses related to the consignment within five (5) years from the date of its delivery.

6th2. Methods of payment

Service fees can be paid either by the sender or by the addressee, in cash or by bank transfer. It is not possible and there is no way to use a franking machine.

Transfer payment: Usually, **trans-o-flex** will issue periodical invoices to the sender or the addressee, to be paid by bank transfer.

The client is obliged to transfer the sum of the invoice by the due date. In case of other available services, if there is no payment or a significant delay in payment (30 days after the due date) **trans-o-flex** shall be entitled to

- without delivery withhold the consignments dispatched by the partner concerned in its central depot, and to apply the procedure applicable to consignments that cannot be return delivered specified in Clause 4.3 hereof to the same, and to automatically set off the amounts collected on cash-on-delivery up to the amount of the current receivables in question;

- retain consignments sent by the affected partner at its central warehouse without delivery, and to automatically offset the client's debt with the collected amount of cash on delivery;

- charge default interest as of the first date of the default based on article 6:155 of the Civil Code in force as of 15 March 2013, or another default interest fixed in the invoice issued to the sender, and have its legal and other expenses incurred by the collection of the debt compensated;

- the receivables based on the invoices issued by **trans-o-flex** shall lapse within 5 years.

In case of contractual partners, the sender is obliged to transfer the service fee to **trans-o-flex**' bank account by the due date, or pay it in cash at the time of pickup.

In case of a written individual agreement, the fees are to be paid by bank transfer for periods defined in the agreement, by the deadlines indicated in the individual invoices. **Cash payment:** Upon written instructions given by the sender, **trans-o-flex** will issue a cash invoice for the addressee at the time of delivery (EXW parity).

If the addressee or the person bearing the costs fails to fulfill his/her obligation of bearing the costs related to the payment of the freight, then **trans-o-flex** will charge the fee to the sender.

7th Services (for fees see Appendix 2)

Trans-o-flex forwards and delivers all consignments after booking and registering them upon acknowledging their receipt.

The notes or additional information indicated by the sender in the waybill or in the remote client software of **trans-o-flex**, or through any other data processing related to the receipt of the sender's package, shall not be considered as part of the services. They are to be handled as additional information only, which **trans-o-flex** strives to take into account during delivery, but for their entire fulfillment it cannot be held responsible.

7th1. Available services

- 5320'03 Courier services
- 6311'03 Cargo management

Upon the sender's discretion, the following courier services can be requested against payment of an additional fee:

DIR – Direct delivery

Trans-o-flex ensures a dedicated courier for the consignment if it has to be delivered on the same day. Delivery is guaranteed within 10 hours from the time of pickup.

Upon the sender's discretion, the following express services can be requested against an additional fee:

12H - Morning delivery

Trans-o-flex will deliver the sender's consignment by 12:00 o'clock on the next working day following the day of pickup.

08H – Express delivery

The service is only available in case of consignment dispatched to trans-o-flex depot cities or their direct catchment areas. The depot cities can be seen at tofhungary.hu.

EST- delivery after working hours

Delivery between 5:00 and 9:00 p.m. on the business day following the day of the takeover of the goods. The service may be requested only for consignments dispatched to Budapest (of postal code starting with 1). It can be used only as combined with SMS notification. It can be used for dispatching consignments of small package nature (rather than dispatch on pallets).

Trans-o-flex will deliver the sender's consignment by 8:00 o'clock in the morning on the next working day following the day of pickup.

Upon the sender's discretion, the following services – not meant to substitute other general postal services – can be requested against an additional fee:

N48 – Hypermarket delivery

Trans-o-flex will deliver the consignment sent to a hypermarket by the sender within two working days following the day of pickup, that is on the first working day following the day of pickup or on the second working day following the day of pickup.

N24 – Hypermarket delivery

Trans-o-flex will deliver the consignment sent to a hypermarket on the next working day following the day of pickup, before the end of the working hours.

The list of stores classified by **trans-o-flex** as hypermarkets is included in Appendix 4. If delivered to a hypermarket, provided the sender requested no time-gate delivery, **trans-o-flex** will determine the maximum duration of waiting time in one hour.

The hypermarket delivery is exclusive of the service supplementing itemized handover of goods. If the sender so requires, it shall in the transport document indicate such service in advance on the completed waybill/consolidation list.

Combined with either the N48 or the N24 delivery method, upon the sender's request, consignments sent to hypermarkets will be delivered by **trans-o-flex** within a specific time interval (of at least 2 hours). The sender shall define the start and end of the interval in integer hours. **Trans-o-flex** is entitled to deliver consignments directly (using shelf service) to hypermarkets. If delivered to the central depot, the sender is obliged to provide for the time gate; by failing to do so, **trans-o-flex** shall be entitled to refuse the delivery of the consignment. The list of central depots is included in Appendix 4 hereto.

E24 – night delivery to hypermarkets

Trans-o-flex will deliver consignments sent by the sender to hypermarkets on the working day following the day of pickup between 5 pm and 7 am.

SZO – Saturday delivery

Trans-o-flex will deliver the sender's consignments on Saturday.

Parcel Shop Delivery (D2S)

Trans-o-flex will deliver the consignment addressed by the sender to the parcel shop designated by the recipient on the business day following the collection of the goods. If delivered to a parcel shop, no consignment shall be dispatched with the parity of „Freight paid by the recipient“; only the sender can pay for the freight.

The maximum weight of consignments dispatched using the D2S service shall be 20 kg and the maximum size will be 60x60x60 cm per packaging unit. The maximum amount of COD may not exceed net HUF 250,000. D2S service may only be used by contracted customers, and is available for our customers using the Online Consignment Management Interface of trans-o-flex.

ARU; AR3 – Goods pickup order

Trans-o-flex will go to an address other than the client's premises in any part of the country, and deliver the consignment to the client's own premises or any other third party address on the next working day following pickup. In such instances, it is not possible to collect cash on delivery.

When using our services not meant to substitute other universal postal services, our clients get accurate information and updates on the location of their consignments from our customer service (Tel: +36-1/8777-400) or via our online tracking system (www.tofhungary.hu).

Shipment consolidation

Packages from the same sender, sent on the same day, using the same shipment option and the same packaging units (boxes or pallets), sent to the same address, but having different waybill numbers are handled jointly by **trans-o-flex**. This is what we call "shipment consolidation".

With this service, clients save money on their freight, since the charge for the shipment will be determined on the basis of the joint weight of the packages sent to the same address.

Return shipment

Trans-o-flex's return shipment service includes the pickup of a consignment (e.g.: goods under warranty or after repair) received from the addressee at the time of delivery, and the delivery of the new consignment to the original sender on the next working day.

If the consignment for return shipment has not been taken over, trans-o-flex shall not be held liable for any event of damage arising from the same. The quantity and the size of the return shipment shall not exceed the quantity and the size of the goods delivered. **Trans-o-flex** undertakes no itemized takeover or handover of the goods when the return shipment is taken over and delivered.

Itemized handover of goods

Upon the sender's request, **trans-o-flex** will hand over the consignment to the addressee item by item, opening the packing of the consignment in the presence of the addressee and accounting for the quantity of the content of the consignment based on the list attached by the sender. If the service of itemized handover of the goods is not ordered by the sender, but the addressee requires this service arising from their goods receiving procedure, then trans-o-flex shall be entitled to determine a 48-hour deadline for the delivery of the consignment, and to charge the service fee. If the consignment has been delivered with an intact and undamaged packaging, **trans-o-flex** shall not be liable for any differences in content found during the itemized delivery of goods.

Collection of cash on delivery

If consignments are sent with a cash on delivery option, the value of the goods shall always be collected by bank card or in cash, which **trans-o-flex** will send to the sender by bank transfer.

The collection of cash on delivery by bank card is available only for contracted customers. The acknowledgement of transfer proving the transmission will be sent by email to the addressee to the electronic email address provided by them.

As set forth in Act CXVI of 2012 that entered into force on January 1, 2013, bank transfers fall in the category of dutiable financial services.

In managing CODs, **trans-o-flex** shall be entitled to shift transaction fees charged by credit institutions to **trans-o-flex**.

Current fees are published in the "Downloads" menu on trans-o-flex' web site (www.tofhungary.hu).

Trans-o-flex shall have unlimited liability for the complete and timely payment of CODs collected in the framework of its delivery services, up to a value of 1,000,000 HUF/address. Within the territory of Hungary, **trans-o-flex** will collect COD in HUF only, rounded up to 0 or 5 Forints. This rounding of the COD sum is the responsibility of the sender.

Trans-o-flex undertakes to collect COD only in case the amount payable is clearly stated in the documents accompanying the consignment.

Trans-o-flex shall not be obligated to provide change on stand-by to be paid upon collection of cash on delivery.

Collecting CODs for international consignments is possible only in the official currency of the destination country, and the sum shall be transferred by **trans-o-flex** on a weekly basis to a bank account opened in the given country and in the same currency.

No COD provided on the date of pickup may be changed, deleted unless in writing sent to ugyfelszolgalat@tofhungary.hu.

Document management

The sender shall be obliged to place the documents to be managed outside the package in a conspicuous place and the copies to the addressee inside the package; if it is not possible, into a separate bag labeled as „the copy to the addressee“.

It is necessary to indicate the identification numbers appearing on the documents to be managed on the consignment note, or if a client program is used, in the field of document numbers. These fields are designed only for providing information to **trans-o-flex**; therefore, document numbers or invoice numbers shall not be entered that are not required to be redirected.

In the absence of the original document number, the sender shall number the document with an identifiable document number, and if there is another principal the name of the sender shall also be stated on the document in the document number field of the consignment note or in the relevant field of the client program.

If the management of documents fails for a reason attributable to the sender (they fail to indicate document management, the document is not fixed to the side of the package, not the proper document is placed on the package / documents in improper number of copies are placed on the package) or the consignment sent under another name was not indicated, then **trans-o-flex** shall not be liable for any failure in the management of documents and shall not undertake to manage documents subsequently. The sender is required to ensure a file copy after shortages in documents, if any, or any failures to manage documents.

Trans-o-flex under proper conditions in managing documents in the service assumes responsibility for returning the documents as signed and stamped by the receiver, in the absence of a stamp, with the number of

his/her identity card, to the principal not earlier than on the second working day after the date of pickup.

Trans-o-flex shall notify the sender if the document management is failed through the fault of either the sender or **trans-o-flex**, provided it was given the contact details of the sender (email address, phone number).

We are not in a position to send the document in any manner other than those described (as scanned or by fax); except for the case when a complaint, if any, regarding pickup needs to be clarified.

Trans-o-flex does not take responsibility for the fulfillment of this service if the sender fails to indicate the identification numbers of the documents to be managed, clearly and accurately (on the waybill, in the client software, or during sending the data electronically in order to order a service etc.).

7th2. Pickup

Consignments shall be picked up at a defined time at the premises or address of the sender, based on his/her request submitted either over the phone or in writing. If the consignment is to be picked up at the sender's premises, **trans-o-flex** shall inform the client on its expected time.

The Sender may have a maximum of 3 own premises where **trans-o-flex** carries out an assignment of pickup.

Consignments will be picked up by a contracted courier of **trans-o-flex**, in accordance with the oral agreement between the client and **trans-o-flex**.

The phone number for placing service orders is +36/1-8777-400.

The conclusion of the **trans-o-flex** courier service contract and the pickup of the consignment by **trans-o-flex** shall be proven by the **trans-o-flex** waybill or consolidation list, containing the signature of the receiving person, as well as the date of receipt and the data of the service provider. If at the time of pickup of the consignment, the receiving person is unable to accept the delivery of the consignment by number, then so-called conditional delivery shall take place. If conditional delivery takes place, **trans-o-flex** shall acknowledge the fact of the actual delivery and acceptance of the consignment by accepting the existence of the data of the so-called receiving scales.

If, following visual inspection, the courier judges the consignment to be hazardous to his/her own personal safety, or unsuitable for shipment by the available means of transport, or if the consignment contains objects excluded from delivery, or ones that do not fulfill the provisions of *Appendix 1* of the General Terms and Conditions concerning the conditions of delivery, the courier may refuse to pick up the consignment.

7th3. Weight and size limits

The weight and size limits of consignments accepted for delivery by **trans-o-flex** considering the means of transport are the following:

- in case of delivery by motor vehicles, the maximum weight of parcels is 40 kg/piece; other consignments may be heavier than that, but goods loaded on pallets may not exceed a total weight of 1000 kg/pallet and a total height of 1700 mm, in case of delivery on pallets, the maximum weight of parcels is 600 kg/pallet and their floor space is maximum 800*1200 mm, the height can be 1,700 mm, including the height of the pallet.
- in case of parcels with a specific weight of less than 167 kg per 1 m³, the freight will be calculated by **trans-o-flex** on the basis of volume weight. Volume weight (volumetric weight) is calculated with the help of the formula: height (cm) x length (cm) x width (cm) / 6000 (cm³/kg).
- in case of multiple consignments with a gross weight of over 200 kg to be delivered to the same address, or consignments consisting of two or more pallets, as well as for non-conveyable goods, **trans-o-flex** shall be entitled to apply a 48-72-hour delivery deadline, independent of the chosen delivery method.

7th4. Special consignments

If the sender's consignment cannot be handled within **trans-o-flex'** standard goods management or transportation process, **trans-o-flex** will be entitled to charge an extra fee for its delivery, above the due calculated freight. Such special consignments include:

Consignments hazardous to health and labor safety

Consignments that may cause injuries, damages or losses during transportation due to their shape and/or any other characteristics (e.g. consignments without packaging, with protruding parts, sharp surfaces or hidden hazardous substances, etc.).

Non-assemblable consignments (that cannot be loaded on pallets)

Consignments with a form, shape or packaging that makes it impossible to prepare a unified package.

Oversized, overweight and other consignments that cannot be sorted automatically on a conveyer

- Parcels over 40 kg of weight that are not loaded on a pallet by the sender and thus has to be handled by machinery or more than one man for the sake of safety. Overweight consignments include

furthermore those packages loaded on pallets whose weight exceeds 600 kg/pallet.

- Consignments with a weight under 40 kg but with a size of more than 120 cm in length, more than 70 cm in width, or more than 60 cm in height;
- Consignments with a cylindrical shape that will not stand in rest on the sorting conveyer;
- Barrels, cans and/or bottles containing liquids, that can become unstable or fall down from the conveyer and cause personal injury or material damage or be damaged themselves.

Due to the above, **trans-o-flex** shall be entitled to charge an extra fee for each unit of such non-conveyable consignments (i.e. parcels or pallets). Individual units of shipment may get charged by multiple extra fees. The current bases for surcharges are included in Appendix 2.

EKÁER consignments

In pursuance of the provisions of Decree No 50/2014 (XII.31.) of the Minister for National Economy, the Electronic Public Road Trade Control System (hereinafter: EKÁER) was inaugurated as of 1 January 2015 in Hungary.

The obligation to register consignments covered by the EKÁER shall without exception fall on the party that retains the services of trans-o-flex to make deliveries. Trans-o-flex shall not assume liability for any damage or implication arising from the failure to register or other deficiencies.

Trans-o-flex undertakes to deliver EKÁER consignment and, if authorized to do so, undertakes acting on behalf of the principal to record any change in the registration number in the EKÁER system of the Hungarian Tax Authority (NAV) on payment of a surcharge.

The degree of the surcharge is set out in Appendix 2 hereto.

If trans-o-flex is unable to perform the aforesaid changes in registration numbers for a reason through no fault of its own (such as force majeure etc.) then it shall not be held liable for damages.

If trans-o-flex in the course of changing registration numbers uploads inaccurate data through its own fault into the system of NAV and as a result of it the sender/addressee of the consignment suffers damage, trans-o-flex shall reimburse the principal in the fivefold amount of the service charge payable for the delivery of that particular EKÁER consignment. The payment of damages is conditional on that the party required to register forwards the notification of penalty sent by NAV to trans-o-flex within 72 hours (3 working days) of the receipt thereof. Reliable evidence shall be furnished to certify the date when the document was received.

8th Delivery of consignments

8th1. General rules of delivery

The service provider shall deliver the consignments to the address defined by the sender on the consignment or in its accompanying documents, except where the agreement of the parties or the addressee of the consignment provides differently.

If the delivery of the consignment is hindered, **trans-o-flex'** courier shall inform the addressee on the first delivery attempt via a notification form (sticker) left at the address. Upon unsuccessful first delivery, **trans-o-flex** will repeat the delivery once more free of charge.

After the second unsuccessful delivery, **trans-o-flex** shall return the consignment to the sender and shall be entitled to charge the freight.

If the consignment is not received within 15 minutes of arrival, for a reason imputable to the addressee or arising from their goods receiving procedure, **trans-o-flex** shall be exempt from the undertaken delivery deadline.

For consignments loaded on pallets, where manual, human workforce is insufficient to deliver the goods, it is the responsibility of the addressee to provide mechanical tools for their handling. If the consignment is needed to be unloaded manually at the address, the addressee shall be responsible for moving (unloading) the goods and the courier of trans-o-flex shall participate in unloading.

Inappropriate addressing shall not exempt the service provider from attempting to fulfill its obligations undertaken in the contract, but if the consignment proves to be undeliverable due to inappropriate addressing, the service provider will be exempt from paying damages.

Delivery takes place only **after** the cash on delivery is collected (if there is a COD to pay) and the acknowledgement of receipt is signed, and the addressee cannot check the content of the consignment prior to that.

8th2. The place of delivery

8th2.1st Home delivery

Trans-o-flex delivers all domestic consignments to the defined addressee with the delivery term "to the addressee's premises". In case of natural persons, consignments are delivered to their residential address, and in

case of companies, to their premises. Consignments with parameters defined under article 7.4, will not be delivered to door by **trans-o-flex**.

8th2.2nd Indirect delivery

The service provider may deliver consignments to so-called indirect receivers instead of the addressed natural person at the following institutions:

- armed forces;
- law enforcement and correction institutions;
- health and social care institutions;
- hotels, students' hostels, workers' hostels and resorts;
- office buildings and department stores (to their operator).

Based on relevant laws, **trans-o-flex** delivers consignments at the above mentioned institutions to the director of the organization or to the person authorized by him/her to receive consignments, at the place defined by receiver.

8th2.2nd1st Special delivery

- Consignments up to a net value of HUF 100,000 are automatically insured by **trans-o-flex**, i.e. the fees listed in the basic tariff include their full-scale insurance.

- Up to a net value of HUF 500,000 (five hundred thousand Forints) per consignment, **trans-o-flex** takes full responsibility for the consignments as follows:

For consignments with a net value of HUF 100,000-500,000, **trans-o-flex** will provide insurance against an additional insurance fee of 0.34% of the net consignment value.

Trans-o-flex shall only bear responsibility for damages to consignments with a net value of more than 100,000 HUF, if the client has requested such additional insurance at the time of placing his/her shipment order.

8th2.2nd2nd Consignments not deliverable to indirect receivers

- damaged booked consignments
- cash on delivery consignments
- any other consignments whose indirect delivery is excluded by law or by the agreement of the parties
- any consignment whose indirect delivery is objected to by the addressee

Addressees of consignments that are not deliverable to indirect receivers, shall be informed of the arrival of their consignments by the service provider via leaving a notice.

Indirect receivers shall handle their own consignments (sent to their employees) separately.

8th3. Delivery of consignments to authorized persons

Persons authorized to receive consignments include the addressee, his/her authorized representative, a person authorized in words, his/her deputy receiver, as well as the indirect receiver.

The service provider will deliver all consignments to authorized persons only. By handing over the consignment to the authorized person, the service provider has fulfilled his part of the service contract.

For consignments sent to a legal entity, an economic organization without legal entity and other organizations (hereinafter jointly: organizations), the authorized receiver shall be the head officer of the given organization. Consignments addressed to natural persons and organizations at the same time — even if the organization is not mentioned by name, and is identifiable only by its (mailing) address —, shall be considered by **trans-o-flex** as consignments sent to organizations.

Persons authorized to receive such consignments besides the addressee, shall be liable for handing over the consignment to the addressee subject to the general rules of the civil law.

8th3.1st Acknowledgement of receipt

After recording the date and time of handover, the person receiving the consignment shall acknowledge its receipt on the delivery document as follows:

- in case of organizations, by providing his/her full name in a legible way, as well as his/her signature and the official stamp of the organization;
- in case of a natural person, by providing his/her full name in a legible way, as well as his/her signature and the number of a document suitable for identifying the receiver.

In case of consignments addressed to natural persons, if the receipt is acknowledged by another receiver, the receiver shall be obliged to indicate the relationship between the two of them.

If a handover is not acknowledged by the receiver's signature, the service provider shall return the consignment to the sender, indicating the reason for doing so.

Booked consignments addressed to a person who cannot write, uses letters other than Latin, is blind, or whose writing is hindered as a consequence of a physical condition, shall be delivered in the presence of a person of age who can write. The witness, his role as such being

indicated, shall sign his/her own name on the delivery document when the consignment is handed over. The witness and the addressee are obliged to certify their identity to the deliverer.

A consignment delivered to an underage person or a person subject to guardianship excluding his/her ability to act, shall be delivered by the service provider to the lawful representative or guardian instead of the addressee. The lawful representative or guardian shall certify his/her status by their identity cards or a valid court decree, or by the certificate issued by the relevant authority.

If the addressed natural person has deceased, or the addressed legal entity, economic organization without legal entity or other organization has been closed, the service provider, after learning about these facts, shall return the consignment to the sender immediately.

8th3.2nd Take-back and return

Consignments and their contents delivered mistakenly shall be taken back by **trans-o-flex** even if they had already been opened, recording the fact of mistaken delivery immediately, with the fees collected upon the mistaken delivery paid back. After sealing the consignment again and indicating the fact of mistaken delivery, **trans-o-flex** shall take care of its proper delivery.

If consignments handed over to an authorized person, a deputy receiver or an indirect receiver cannot be delivered to their addressees, such consignments, if intact and undamaged, shall be taken back by **trans-o-flex**, indicating the reason for their unsuccessful delivery as well as the signature of their receiver, and sent back to their sender.

If the collected cash on delivery has already been booked for a properly delivered COD consignment, **trans-o-flex** will not take back the consignment.

If, during the delivery, the addressee or his/her authorized representative declares in writing that he/she does not accept the consignment, **trans-o-flex** shall return the consignment to its sender with no regard for delivery deadlines, indicating the reason for the addressee's refusal.

If the receiving persons refuse to make such a declaration in writing, the service provider shall record this fact in the delivery document as well as on the consignment.

If the consignment cannot be delivered to the addressee for a reason beyond **trans-o-flex'** scope, the service provider shall return the consignment to the sender, indicating the reason.

9th Information and complaints

9th1. Information

Trans-o-flex undertakes to inform its clients on all essential changes in the contractual terms and conditions.

The following information will be made available to clients by phone, fax, e-mail or via **trans-o-flex'** web site:

- the General Terms and Conditions;
- the fees applied;
- **trans-o-flex'** constantly available telephone number and other contact information;
- any other information of public interest.

9th2. User reports and complaints

Pursuant to relevant legal regulations, **trans-o-flex** shall ensure the opportunity for clients using its services to make their reports relating to the services (hereinafter: complaints) free of charge.

Clients may make their complaints in the following ways:

- by facsimile;
- on the phone;
- in a letter;
- written on the waybill;
- by other appropriate methods (e.g.: e-mail, telegram).

A report qualifies as a complaint if the user of a service (client) states that the service provided by **trans-o-flex** or the work done by a **trans-o-flex** employee is partly or entirely contradictory to the provisions of law or the General Terms and Conditions. Any report or announcement of lost or damaged consignments, as well as their indemnification claims will be registered by **trans-o-flex** among complaints, just like reports on any infringements of the client's personal rights or interests. The use of the query service by the client, however, aimed at getting accurate information on the forwarding and delivery of the consignment, shall not qualify as a complaint.

Complaints emerging during the fulfillment of the services pertaining to a consignment may be presented within a preemptory term of six months from the date of pickup; in case of an objected activity or behavior, this term is thirty days from the date of learning of such activity or behavior, but not longer than six months from the date such activity or behavior occurred. In case of complaints made orally, **trans-o-flex** shall make every reasonable effort to settle the situation on the spot and/or give the necessary information. **Trans-o-flex** shall investigate complaint(s) and respond to the client within the shortest possible time, but at least within 30 calendar days from the date of submitting his/her complaint.

In case of complaints made orally or over the phone, the date of submitting the complaint shall be the day on which the complaint was made orally, and in case of written complaints, it shall be the day on which the letter or other written report containing the complaint arrives to **trans-o-flex**. If the client requests a written response to his/her complaint made orally or over the phone, or if the client submits his/her complaint in writing, **trans-o-flex** will inform the client on the result of its investigation in writing. **Trans-o-flex** shall examine all submitted complaints within the framework of a procedure that shall be free of charge, simple, transparent and free from discrimination. The service provider shall keep record of all complaints. If an international service provider fails to provide the necessary information on time, the domestic service provider responsible for the fulfillment of the service agreement will be exempt of its responsibilities only in case it did everything in order to obtain and provide the necessary information from the contractual partner's service provider. If the client does not accept the response given to his/her complaint, or if the service provider fails to respond to the complaint within the given deadline, the client may turn to the Authorities within 30 days from the date of receiving the response or from the date of the missed deadline, in order to have his/her complaint or the treatment of his/her complaint examined. The client must be informed of this opportunity concerning his/her complaint in the response.

10th Rules of data management, protection of data and confidential information

10th1. Providing access to data

Data related to **trans-o-flex** that are necessary for using its services, or for ensuring access to data by the telecommunications authority, or for carrying out their tasks, shall be handed over to the authority, even if such data qualify as confidential business information.

Data defined as public information in the General Terms and Conditions shall be made publicly available by **trans-o-flex**.

In providing access to data for the above mentioned purposes, the provider of data shall be liable for the updating, authenticity, accuracy and verifiability of their content.

10th2. Privacy and confidentiality

Trans-o-flex shall be entitled to manage, process and forward the data connected to or learned during the fulfillment of its services, observing the provisions of law on protecting personal data as well as on publishing data of public interest.

Trans-o-flex shall be entitled to know the content of forwarded consignments only to the extent that is necessary for performing its services.

Trans-o-flex:

- shall not open sealed consignments – except for the cases defined herein;
- shall examine consignments that are not sealed only in order to establish the data necessary for their pickup, processing, forwarding and delivery, and to an extent appropriate for these purposes;
- shall not disclose data obtained during the fulfillment of its services to any third party – except for the sender, the addressee (or other authorized receiver), and the persons performing the services;
- shall not hand over consignments to third parties – with the aim of examining their content – except for the sender, the addressee (or other authorized receiver), and the persons performing the services;
- shall not inform third parties on performing its services – except for the sender, the addressee (or other authorized receiver), and the persons performing the services.

A person presenting the document that certifies the act of sending a given consignment, shall be considered to have the rights of the sender. Furthermore, a person shall be considered to have the rights of the sender if he/she presents the individual identification information of the consignment (e.g. code, label number) and, if necessary, the name of the sender and the addressee, as well as the destination address of the consignment, by sending them electronically (via a telecommunications device or the Internet) to **trans-o-flex**.

Trans-o-flex shall be entitled to open sealed consignments if

- the packaging of the consignment is damaged to such an extent that its opening is justified for the protection of its content and if the protection of the content of the consignment cannot be ensured by re-packaging without opening it;
- it is justified in order to prevent any risk caused by the content of the consignment;
- the six-month time of keeping undeliverable consignments has expired.

Consignments shall be opened by a committee of at least two people, who shall record the fact of opening as well as any measures that are necessary to be taken. **Trans-o-flex** shall appoint the members of the committee from among its employees, members, agents or cooperating partners. If the committee cannot be set up, the consignment can be opened in the presence of an authorized representative of the local government. The fact

of opening shall be recorded on the consignment and, if possible, the sender shall be informed on the fact and reason of opening the consignment.

Trans-o-flex and its cooperating partners (persons or organizations) shall ensure, by appropriate organizational and technical measures, that the consignments forwarded by using **trans-o-flex'** services, as well as any related written and oral communication are kept confidential. Under conditions provided for by law, and upon request by the relevant authorities, however, **trans-o-flex** and its cooperating partners (persons or organizations), shall be obliged to present the consignment and its related communication to organizations authorized by law, as well as to provide the opportunity for such organizations to monitor, store or otherwise manipulate the consignment and the related communication.

10th3. Liability of trans-o-flex' employees, agents and cooperating partners

The obligation to protect personal and confidential information shall be binding for **trans-o-flex'** employees, members, agents and cooperating partners the same way as it is for **trans-o-flex**, even after the termination of their employment, membership, commission or partnership, and they shall be liable for any infringement of such obligation.

11th Liability for performing the services

Trans-o-flex shall be liable for any non-contractual fulfillment of its services – including damages to the consignment, or the lack, loss or destruction of its content – as set forth in the provisions of law as well as in these General Terms and Conditions.

Trans-o-flex shall not be liable for damages incurred during performing its services if

- such damages emerged for unavoidable reasons outside the service provider's scope of activity (e.g. war events, sabotage, rioting, explosion attacks or other emergency, natural catastrophe, combustion, strike, threat of explosion and military measures taken upon the instructions of entitled organs based on the Act on National Defense),
- the consignment is not packed in accordance with its internal content,
- the damages were caused by the internal qualities of the consignment, improper packaging that cannot be observed from the outside, incomplete addressing, or former addressing of previous deliveries left on the packaging of the consignment by the sender,
- the sender has not given instructions on the handling of the consignment that would have needed special care (e.g. fragile),

or for any indirect damages or lost profits.

The burden of proof concerning the above mentioned circumstances lies with the parties as follows:

- the incompleteness of the packaging or addressing, as well as the presence of unavoidable external circumstances outside the service provider's scope, or – in case of contractual fulfillment of the services – the intervention of an external person other than the client, shall be proven by the service provider;
- if the client thinks that the damages were not caused by incomplete packaging or addressing, nor by the internal content or qualities of the consignment, these shall be proven by the sender or the addressee, respectively.

In case of an indirect delivery, the service provider's liability shall be transferred to the receiver at the time of the handover. The receiver's liability toward the addressee is defined by the general rules of civil law.

11th1. Compensation for damages

11th1.1st General rules of indemnification

The client shall submit his/her indemnification claim to **trans-o-flex** in writing within six months from the 15th day following pickup or, if the consignment was delivered incomplete or damaged, following the date of the relevant report.

Indemnification claims for late delivery can be submitted to **trans-o-flex** in writing within a preemptory term of fifteen days following the day of delivery.

Indemnification claims for lost, destroyed, damaged or incomplete consignments shall be investigated and satisfied on the basis of the records taken at the time of reporting the claim.

If **trans-o-flex** is unable to take back a mistakenly delivered consignment and deliver it properly, the consignment shall be considered as lost.

The party entitled to vindicate indemnification claims shall be the sender, except for the cases listed below. The addressee shall be entitled if:

- the he/she has received the damaged consignment, or
- the sender transferred the right to vindicate indemnification claims to the addressee.

Trans-o-flex may request the client to certify or prove the extent of damages in case of indemnification claims for damaged, incomplete

consignments, or if the consignment has been declared to be lost or destroyed.

Methods of submitting indemnification claims:

If, after investigating a complaint, **trans-o-flex** declares the consignment to be lost or destroyed, this must be reported to the client.

If the client wishes to submit an indemnification claim to **trans-o-flex**, he/she can do so within a six-month period of limitation from the 15th day following pickup.

In case of a damage, record must be taken of such an event at the time of delivery or when the damage occurs. The claim must be submitted on the appropriate form (the original copy), providing the number of the waybill as well as the documents (documents to prove the net value of the purchase invoice) certifying the content and net value of the consignment.

Indemnification claims for damaged or partially/fully lost consignments can be made only on the basis of records taken of such damages.

If **trans-o-flex** observes the damage or incompleteness of the consignment at any phase of processing, it shall take records about the fact and the extent of such damage. The service provider shall deliver the damaged or incomplete consignment together with the records taken.

In such cases the addressee of the consignment or his/her representative – or, in certain cases, the sender – shall receive/take back the consignment by indicating the sum of his/her indemnification claim in the records (perhaps with his/her comments concerning the contents of the records), which he/she must certify by his/her signature.

If the damage or incompleteness of the consignment cannot be observed at the time of the delivery, this fact shall be reported to the service provider in writing within 3 working days from discovering the damage.

11th1.2nd Investigating and satisfying indemnification claims

Trans-o-flex shall investigate indemnification claims for lost, destroyed or incomplete consignments, submitted on the basis of the records taken, within 30 days from its submission, and inform the client on the results without delay.

Trans-o-flex shall take measures to pay the compensation for damages that proved to be grounded, within 8 calendar days from the date the claim was investigated. **Trans-o-flex** may vindicate the damaged assets for which the indemnification claim was submitted and satisfied due to damages incurred during performing its services.

In the case of full or partial rejection of the rightfulness of an indemnification claim, **trans-o-flex** shall inform the client in writing of the reasons for such rejection.

11th1.3rd Extent of indemnification

For damaged, incomplete, lost or destroyed consignments, **trans-o-flex** shall pay a standard compensation as follows:

In case of lost or destroyed consignments sent with value statement, the amount of compensation shall be identical with the amount of the value stated by the sender at the time of sending.

In case of damaged or incomplete consignments sent with value statement, the amount of compensation shall be proportionate to the extent of the loss or damage but it shall not be higher than the value stated by the sender at the time of sending.

In case of lost or destroyed consignments sent with a guaranteed delivery time but without value statement, the compensation payable by **trans-o-flex** shall be 15 times the amount of the service fee.

Trans-o-flex shall be entitled to verify the value of consignments with a guaranteed delivery time but without value statement by checking the purchase invoice provided by the sender.

In case of a COD shipment, **trans-o-flex** shall be liable up to the amount of the COD, if the consignment has been delivered without collecting it, or having collected it partially. In this case, the payment of compensation takes place within three bank days following the date on which the sender assigns his/her claim against the addressee with respect to the given consignment to **trans-o-flex**.

In case of international shipments, **trans-o-flex** shall compensate in accordance with the provisions of the international CMR convention, which means 8.33 EUR/kg or its equivalent in HUF calculated at the MNB mid-rate valid on the day of the damage event, based on their weight.

11th1.4th Procedure for consignments found after the payment of compensation

If a consignment or part of its content is found after the compensation is paid, **trans-o-flex** will inform the indemnified person of this fact. **Trans-o-flex** will return the consignment to the indemnified person, and in such a case the indemnified person does not have to reimburse the amount of compensation received. If the indemnified person does not respond to the notification concerning his/her consignment within 8 days from its unsuccessful delivery, then **trans-o-flex** will consider this as a waiver of the consignment or its part found.

11th2. The service provider's fee reimbursement obligation

If it is established that a service fee was calculated or collected erroneously, or there is a difference between the payable and the collected amounts, or if the service paid for has not been performed, **trans-o-flex** shall reimburse such fees or the differences thereof to the sender of the consignment, upon learning about such facts.

Service fees will be paid back fully by **trans-o-flex** if

- the sender withdraws from the contract by claiming the consignment back to the place of pickup before it is forwarded,
- the consignment is returned to the sender without reaching its destination as a result of **trans-o-flex** fault,
- **trans-o-flex** has not fulfilled the service contract,
- a fragile consignment marked as such was damaged.

Service fees will be paid back partially by **trans-o-flex** in the following cases and under the following conditions (partial fee reimbursement):

The overpaid amount will be paid back if the sender or the addressee has paid a fee higher than what is payable for the consignment based on the tariffs, and this fact can be established from the processing documents of **trans-o-flex** or from the consignment.

The difference between the paid and the newly payable fee if the sender has modified the address of the consignment or the requested additional or special services before its forwarding by **trans-o-flex**, and the new fee based on the new address or services is lower than the sum that has been paid.

11th3. Liability for late delivery of consignments

For late deliveries of consignments with guaranteed delivery deadlines, **trans-o-flex** will be obliged to pay a compensation, except where **trans-o-flex** proves that the delay occurred due to an unavoidable cause outside the scope of its activity. The amount of compensation for late deliveries of consignments with guaranteed delivery deadlines shall be twice the amount of the service fee.

Trans-o-flex shall not be obliged to pay compensation for late deliveries of consignments with no guaranteed delivery deadlines.

If the delivery – or the attempt of delivery – of domestic consignments does not take place within fifteen days from their pickup, such consignments shall be considered as lost, unless the parties otherwise agree, and the rules pertaining to lost consignments shall be applied in their compensation.

If the consignment regarded to be lost is found, it must be delivered, but the service provider shall not be reimbursed for the already paid compensation even if the delivery is performed.

12th Service quality

In performing its activities, **trans-o-flex** undertakes to fully provide the services requested and paid for by the client based on the General Terms and Conditions, to forward the consignments under safe circumstances, and to deliver them in an intact and undamaged condition as set forth by the quality requirements of the relevant government decree.

The forwarding routes and methods for individual consignments shall be determined by **trans-o-flex** in accordance with the service requested.

12th1. Domestic transit times

Trans-o-flex shall organize and operate its activities in a way that the duration of forwarding domestic consignments, measured from start to end, shall be as follows:

Trans-o-flex undertakes to deliver or attempt to deliver consignments in compliance with current and future general agreements as well as with the delivery deadlines stated in the actual contracts (waybills), paying attention to fulfill every instruction shown on the waybill or learned from the sender.

13th Legal obligation to cooperate in collecting confidential information

Trans-o-flex shall cooperate with organizations authorized by law to collect confidential information. The service provider shall ensure the conditions for the tools and methods of collecting confidential information to be used with respect to its own equipment and facilities from the start of providing its services. Data provision performed for organizations authorized to collect confidential information is free of charge.

14th Validity

The present General Terms and Conditions is the modified version of the General Terms and Conditions published on June 16, 2009, and enters into force on October 1, 2016.

Date: September 1, 2016.

Appendix 1

Objects excluded from delivery and objects that can be delivered conditionally:

- goods with extraordinary value, e.g. precious metals, jewels, money, coins, works of art, all kinds of securities, documents worth money, winning prize draw tickets, tenders, document encumbered by late payment penalty, official documents and stamps;
- consignments with incomplete packaging or without packaging, especially for fragile goods, or goods with incomplete or misintelligible marking, or without marking;
- banded packages
- all kinds of perishable goods;
- materials fit for changing their volume under the influence of the heat (fats, oils etc.);
- objects offending piety, ashes, and mortal remains;
- living plants and animals;
- narcotics and other hallucinogenic materials, as defined by the Civil Code;
- cold steel, firearms, ammunition, goods subject to ADR shipment*;
- goods excluded from forwarding by private service providers;
- goods with a length exceeding 3 m or with a circumference exceeding 3,2 m;
- "poste restante" consignments including consignments addressed to a mail box and topographical lot number,
- consignments under the delivery monopoly of the Post Office

Consignments referred to the delivery monopoly of other organizations by law, cannot be received by **trans-o-flex** for forwarding.

* In case **trans-o-flex** picks up ADR goods without being aware of it, due to incomplete information by the client, **trans-o-flex** shall be entitled to shift all incurred costs and moral damages to the client, who shall bear the resulting legal consequences.

Appendix 2

Domestic fees:

	24H Standard next working day delivery by the end of business hours	08H Next business day delivery till 08:00 am	12H Next business day delivery till 12:00	N24 Next business day delivery to supermarkets	N48 Delivery to the supermarkets on the second business day following the pick up	E24 ⁽¹⁾ Night delivery to supermarkets	SZO Saturday delivery	RVA Return shipment (back way shipment picked up during delivery)	ARU Pick up order (Collection of goods)	AR3 3rd party delivery (Collection of goods, delivery to a 3rd party)	ARL Delivery of a pick up order (ARU) as a 3rd party affair (AR3)	EST ^(*) Next business day delivery in Budapest between 17:00 - 21:00	D2S ^(*) Delivery to parcel shop the next business day following the pick up	
0 - 1 kg	2 110	11 650	3 376	5 290	4 230	14 110	11 650	1 055	785	785	2 110	3 310	1 899	HUF/shpm
1,1 - 3 kg	2 580	12 120	4 128	5 760	4 700	14 580	12 120	1 290	785	785	2 580	3 780	2 322	HUF/shpm
3,1 - 5 kg	2 990	12 530	4 784	6 170	5 110	14 990	12 530	1 495	785	785	2 990	4 190	2 691	HUF/shpm
5,1 - 10 kg	3 405	12 945	5 448	6 585	5 525	15 405	12 945	1 703	785	785	3 405	4 605	3 065	HUF/shpm
10,1 - 15 kg	3 925	13 465	6 280	7 105	6 045	15 925	13 465	1 963	785	785	3 925	5 125	3 533	HUF/shpm
15,1 - 20 kg	4 445	13 985	7 112	7 625	6 565	16 445	13 985	2 223	785	785	4 445	5 645	4 001	HUF/shpm
20,1 - 25 kg	4 985	14 525	7 976	8 165	7 105	16 985	14 525	2 493	785	785	4 985	6 185	4 487	HUF/shpm
25,1 - 30 kg	5 505	15 045	8 808	8 685	7 625	17 505	15 045	2 753	785	785	5 505	6 705	4 955	HUF/shpm
30,1 - 40 kg	6 150	15 690	9 840	9 330	8 270	18 150	15 690	3 075	785	785	6 150	7 350	5 535	HUF/shpm
40,1 - 50 kg	6 785	16 325	10 856	9 965	8 905	18 785	16 325	3 393	785	785	6 785	7 985	6 107	HUF/shpm
50,1 - 60 kg	7 435	16 975	11 896	10 615	9 555	19 435	16 975	3 718	785	785	7 435	8 635	6 692	HUF/shpm
60,1 - 70 kg	8 080	17 620	12 928	11 260	10 200	20 080	17 620	4 040	785	785	8 080	9 280	7 272	HUF/shpm
70,1 - 80 kg	8 725	18 265	13 960	11 905	10 845	20 725	18 265	4 363	785	785	8 725	9 925	7 853	HUF/shpm
80,1 - 90 kg	9 350	18 890	14 960	12 530	11 470	21 350	18 890	4 675	785	785	9 350	10 550	8 415	HUF/shpm
90,1 - 100 kg	10 000	19 540	16 000	13 180	12 120	22 000	19 540	5 000	785	785	10 000	11 200	9 000	HUF/shpm
Every additional 50 kgs	2 345	2 345	2 345	2 345	2 345	2 345	2 345	2 345	785	785	2 345	2 345	2 345	HUF/shpm

⁽¹⁾ These services are available only for our contracted Customers who use trans-o-flex's Online Shipment Management Interface (WebCAS).

Calculating the fuel surcharge:

Current delivery fees shall be increased by the following surcharges expressed in percentages.

The extent of the fuel surcharge depends on gasoline's price per liter published officially by the National Tax and Customs Administration, NAV* (www.nav.gov.hu) on the first working day of each month.

Diesel price / litre	In addition to the domestic fee of delivery	In addition to the international fee of delivery
0 < 300	1,0%	1,0%
300,1 - 310	1,3%	2,2%
310,1 - 320	2,3%	3,4%
320,1 - 330	3,3%	4,6%
330,1 - 340	4,4%	5,8%
340,1 - 350	5,5%	7,0%
350,1 - 360	6,6%	8,2%
360,1 - 370	8,8%	10,6%
370,1 - 380	10,1%	12,1%
380,1 - 390	11,4%	13,6%
390,1 - 400	12,7%	15,1%
400,1 - 410	14,0%	16,6%
410,1 - 420	15,3%	18,1%
420,1 - 430	16,6%	19,6%
430,1 - 440	17,9%	21,1%
440,1 - 450	19,2%	22,6%
Each further 10 huf which commenced	+ 1,3%	+ 1,5%

ADDITIONAL SURCHARGES AND AVAILABLE SERVICES

Collection Cash on Delivery (COD)		510 HUF/shpm
Collection Cash on Delivery (COD) - paying with a credit card	Price of COD + the collected amount	1 % / shpm
Collection Cash on Delivery (COD) - delivered to a parcel shop	Price of COD + the collected amount	1 % / shpm
Document handling (documents return to Consignor)		395 HUF/shpm
N2H: Timeframe - Hypermarket delivery in a certain timeframe	N24 / N48 price +	3 180 HUF/shpm
Additional shipment insurance - over 100.000 HUF value, max. up to 500.000 HUF	% of good's value	0,34 % / shpm
Itemised delivery - additional surcharge		3 340 HUF/shpm
Overweighted Package (NGK) - additional fee	24H / 12H / 08H / SZO / N24 / N48 / RVA / ARL price +	3 180 HUF/ piece
Oversized Package (NGK) - additional fee	24H / 12H / 08H / SZO / N24 / N48 / RVA / ARL price +	3 180 HUF/ piece
Overweighted Pallet (NGK) - additional fee	24H / 12H / 08H / SZO / N24 / N48 / RVA / ARL price +	3 180 HUF/ piece
Oversized Pallet (NGK) - additional fee	24H / 12H / 08H / SZO / N24 / N48 / RVA / ARL price +	3 180 HUF/ piece
EKAER administration (upload to NAV system) - additional	24H / 12H / 08H / SZO / N24 / N48 / RVA / ARL price +	600 HUF/shpm

Prices do not include VAT (27%), fuel surcharge, toll fee and transaction fee.

Toll fee

Sender's postal code	-	Recipient's postal code	In respect of domestic parcel shipments	In respect of domestic palletised shipments
0-1999	-	0-1999	1%	11%
0-1999	-	2000-9999	7%	17%
2000-9999	-	0-1999	7%	17%
2000-9999	-	2000-9999	10%	20%

Appendix 3

Supervising body:

National Media and Infocommunications Authority

Address: 106 Visegrádi street, Budapest, Hungary, 1133
Mailing address: 1376 Budapest, Pf.: 997
Telephone: +36-1-468-0500
Telefax: +36-1-468-0680
E-mail: info@nmhh.hu

Appendix 4
Addressees included by trans-o-flex among hypermarkets (N24; N48)

Aldi Magyarország Élelmiszer Bt. (Aldi supermarkets)

Auchan Magyarország Kft.

ÁFÉSZ shops

BAUHAUS SZAKÁRUHÁZAK Kereskedelmi Bt.

CBA KereskedelmiKft.

CO-OP Hungária Zrt. (Coop supermarket chain)

TízpróbaMagyarországKft. (Decathlon stores)

Electro World Magyarország Kft.

SPAR Magyarország Kereskedelmi Kft. (Spar, Interspar supermarkets)

LIDL Magyarország Kereskedelmi Bt. (LIDL supermarkets)

METRO Kereskedelmi Kft.

OBI Hungary Retail Kft.

Praktiker Magyarország Kft.

Reál Hungária Élelmiszer Kft.

MMSH Magyarország Kft. (Saturn and Media Markt stores)


TESCO-GLOBAL Áruházak Zrt.

Euronics Headquarters (Bp.X. Jászberényi út)

Office Depot Kft

Appendix 5

Sample form

1. Feladó [Consignor] <small>Kérjük, nyomatott betűkkel kitölteni! [Please fill in block capitals!]</small>		 TRANS-O-FLEX HUNGARY +36 1 8 777 400 ügyfeliszolgalat@tof.hu www.tof.hu <small>Kérjük, a vásárlásért ne írjon! [Please do not write on the barcode!]</small>
Cég [Company]	Cégtípus [Code]	
Név [Name]	Telefonszám [Phone num.]	
Írányító sz. [ZIP code]	Teljesítés [City]	
Cím [Address]		4.d Egyéb belföldi szolgáltatások [Other domestic services] <input type="checkbox"/> Okmánybiztosítás [Document return] <input type="checkbox"/> Visszatru felvétel [Return shipment] <input type="checkbox"/> Többes küldemény átadás [Parceled delivery]
2. Címzett [Addressee] <small>Kérjük, nyomatott betűkkel kitölteni! [Please fill in block capitals!]</small>		
Cég [Company]	Cégtípus [Code]	
Név [Name]	Telefonszám [Phone num.]	
Írányító sz. [ZIP code]	Teljesítés [City]	Küldeményt kísérő okmányok sorozatszáma [Document identifier accompanying the shipment]
Cím [Address]		<small>Egy fuvarlevél csak azonos típusú küldemények adhatók fel, kivéve az 5.a és 5.b között!</small> <small>[One waybill can be used only in cases of same type of shipments, please choose between 5.a or 5.b!]</small>
3. Költségviselő [Freight payer] <small>Kérjük, nyomatott betűkkel kitölteni! [Please fill in block capitals!]</small>		5.a Csomag-küldemény adatai [Parcel based shipment data]
Cég [Company]	Cégtípus [Code]	Csomag db szám [No. of parcels] <input type="text"/>
Írányító sz. [ZIP code]	Teljesítés [City]	Csomag súly [Total weight] <input type="text"/>
Cím [Address]		5.b Raktár-küldemény adatai [Pallet based shipment data]
Adószám [TAX num.]		Raktár db szám [No. of pallets] <input type="text"/>
4.a Alap szállítás [Standard delivery]		Csomag db súly [Total weight] <input type="text"/>
<input type="checkbox"/> Alap szállítási mód [Basic delivery]	<input type="checkbox"/> Kivételesen munkanapi kézbesítés [Just weekday delivery]	6. Küldemény érték és felülbiztosítás [Shipment value and insurance]
<input type="checkbox"/> Kivételesen munkanapi kézbesítés 12:00-ig [Just weekday delivery till 12:00]	<input type="checkbox"/> Kivételesen munkanapi kézbesítés 00:00-ig [Just weekday delivery till 00:00]	Nettó árérték [Net value of good] <input type="text"/>
<input type="checkbox"/> Felismeri szállítási mód [Premium delivery]	<input type="checkbox"/> Szombati kézbesítés [Saturday delivery]	<input type="checkbox"/> Küldemény felülbiztosítás [Additional insurance on goods]
<input type="checkbox"/> Ázsiai kézbesítés [Overseas delivery]	4.b Nagyrushidai szállítás [Hypemarker]	7. Megjegyzés és küldemény leírás [Note and shipment description]
Utánvéti ország [COD in HUF] <input type="text"/>	<input type="checkbox"/> Nagyrushidai másnapos kézbesítés [Hypemarker next working day]	Kézbesítési segítő információk [Info supporting the delivery]
Bankk számla szám [Bank account number] <input type="text"/>	<input type="checkbox"/> Nagyrushidai 48 óráos kézbesítés [Hypemarker 48 hours delivery]	8. Fuvardíj fizető [Payer of delivery]
Barikó számla szám [Bank account number] <input type="text"/>	<input type="checkbox"/> Nagyrushidai éjszakai kézbesítés [Hypemarker 24 hours delivery]	<input type="checkbox"/> Feladó [Consignor] <input type="checkbox"/> Címzett [Addressee] <input type="checkbox"/> Költségviselő [Freight payer]
Barikó számla szám [Bank account number] <input type="text"/>	<input type="checkbox"/> Nagyrushidai éjszakai kézbesítés [Hypemarker 24 hours delivery]	9. Fuvarlevél hitaleltetés [Waybill authentication]
Barikó számla szám [Bank account number] <input type="text"/>	<input type="checkbox"/> Nagyrushidai éjszakai kézbesítés [Hypemarker 24 hours delivery]	Feladó aláírása [Consignor's signature] <input type="text"/>
Barikó számla szám [Bank account number] <input type="text"/>	<input type="checkbox"/> Nagyrushidai éjszakai kézbesítés [Hypemarker 24 hours delivery]	Dátum [Date] <input type="text"/>
Barikó számla szám [Bank account number] <input type="text"/>	<input type="checkbox"/> Nagyrushidai éjszakai kézbesítés [Hypemarker 24 hours delivery]	Feladó hitél aláírása [Consignor's signature] <input type="text"/>

A fuvarlevél egyben megküldési szerződés a küldemény kézbesítésére, amelynek kitöltésével a Megbízó elfogadja a trans-o-flex Hungary Kft. hatályos Általános Szerződési Feltételeit.
[The waybill is regarded as a contract of carriage in reference to deliver the consignment, and the Consignor accepts the General Terms and Conditions of trans-o-flex Hungary Kft.]

1. oldal / A küldeményre kerül!
[Page #1 / Have to be placed on the shipment!]

Appendix 6

Sample stamps



**TRANS-O-FLEX
HUNGARY**
 trans-o-flex Hungary Kft.
 1239 Budapest, Európa út 12.
 Adószám: 13947109-2-43
 1.