



GENERAL TERMS AND CONDITIONS OF CARRIAGE OF DPD GREECE

General terms and conditions of shipment of documents and packages carried out by DPD Greece:

The Consignor agrees to the terms and conditions, provided in this document for the shipment of packages and documents through DPD Greece shipment and processing system. Each party - a representative, an agent, or an employee of DPD Greece, the Consignor or the Consignee – do not have the right to amend or withdraw the provided terms and conditions herein.

ARTICLE 1: The accompanying courier consignment note (CCN) of DPD Greece is a non-negotiable standard document, and the Consignor confirms that it is filled in thereby or by DPD Greece on their behalf. The Consignor declares and agrees that they are the owner, or a holder, or a representative of the owner or the holder of the goods subject to shipment. Also, the Consignor declares that by this document they accept unconditionally the terms and conditions of shipment carried out by DPD Greece both in person and in their capacity as representative of the ordering party, the owner or the holder of the goods subject to shipment.

ARTICLE 2: The Consignor guarantees that the processed item:

- a) does not fall into postal articles which are unacceptable by DPD Greece;
- b) The provided Consignor's and Consignee's particulars are correct
- c) the item is packed properly, so as to ensure safe handling.

The additional costs which might arise with regard to the processing (e.g.: return or storage) of the items will be paid by the Consignor/Ordering party.

ARTICLE 3: DPD Greece is entitled, but not obliged, to check the contents of the consignment, which they undertake to process. In addition, they have the right to refuse to accept the item, if the Consignor refuses to have it checked. DPD Greece has the right to suspend the processing of a certain item, where there are indications that it falls into the postal articles which are unacceptable by DPD Greece or if the Consignor, for any reason, have provided incomplete or wrong information for the processing or eventually, if not all necessary documents required by the competent customs authorities have been submitted.

ARTICLE 4: DPD Greece has got the right to withhold or refuse the delivery of all items being carried to ensure payment of any cost arising from such carriage or from previous one (charges, duties, bills of lading, etc.), until the final payment.

ARTICLE 5: DPD Greece shall undertake the processing of consignments with cash on delivery charged to the consignee. In the event that the respective fee is not paid for any reason, the obligation for the payment thereof to DPD Greece shall be borne by the Consignor.

ARTICLE 6: DPD Greece undertakes to carry on any of its courier services (for example: parcel delivery, cash on delivery etc), even if requested by non-written order (e.g.: electronically, on the phone). In these cases the ordering party has got the rights and obligations of the Consignor as stated in the CCN.

ARTICLE 7: In case of loss or damage to the sent item, document or package, the liability of DPD Greece shall be limited to the minimum specified below:

7.1) Up to EUR 75 for documents and up to EUR 100 for parcels.

7.2) Up to the actual value of the documents or items, without taking into account their commercial value or their special value for the Consignor, the Consignee or a third person, but limited at maximum up to



the amounts referred to above in 7.1. Actual value shall mean: for documents - the value for their physical replacement or re-issue, and for the items - the cost of their purchase, repair or replacement (in consideration of their condition at the time of their acceptance), as is substantiated by the respective documents submitted thereof. The above also applies in the case of shipments with a declared value, but without being insured with DPD Greece. In each case, the provisions contained from the Regulatory Decision issued by EETT 687/328/2013. DPD Greece shall agree with the Ordering party/Consignor on the basis of the strict limitation of their liability only for direct damages, and for the limits referred to above. In no event they shall be held liable for any other kind of loss or damage (including indicative actual or prior damage, lost profits, loss of income, etc.), regardless of the reason for their occurrence, even in the event that the risk of such loss or damage is brought to the attention of DPD Greece before or after acceptance of the shipment. Any claims of the ordering party/Consignor or third parties shall be limited to only one claim per shipment, the settlement of which shall represents a full and final settlement for any loss or damage in respect of the shipment. DPD Greece in no case could know the exact content of each consignment. The ordering party/Consignor accepts unconditionally that the value of the content – in the event that they did not make the insurance through DPD Greece by paying the respective price – is in any case lower than the stated limits in article 7.1, and that they are solely responsible for the possible exceeding of the higher limits in every case of loss or damage of the consignment.

ARTICLE 8: The ordering party/Consignor has the option to proceed to insurance coverage of their shipments through an insurance company with which DPD Greece cooperates, by paying the respective insurance cost, which is equal to 1% of the insured value. The insured value must be declared in the designated field for insurance in the CCN and confirmed by the relevant legal documents.

For shipments worth more than EUR1.500 transportation and insurance coverage can only be made after case specific communication and agreement (in writing, by fax or e-mail) with DPD Greece.

It is expressly agreed that in the case when the ordering party/Consignor make insurance of the transported by DPD Greece items with another insurance company at their option (i.e. beyond the insurance coverage offered by DPD Greece with this Agreement), the liability of DPD Greece – in aggregate to the Ordering party/Consignor and therefore to any insurance company, or to any third party – shall not exceed the amounts that are expressly agreed and mentioned above (article 7, paragraph 7.1). In this case, the ordering party/Consignor or the third person declares and guarantees to DPD Greece that the insurance includes waiver of subrogation right of the insurance company against the carrier, and is being responsible to DPD Greece for any damage they possibly will suffer if the above condition is not specified in the insurance coverage. It is agreed that, the necessary precondition for the payment of any amount by DPD Greece for compensation is the proven liability of DPD Greece for destruction, loss or theft of the item.

ARTICLE 9: DPD Greece shall endeavour and undertake all actions to deliver every shipment in accordance with the normal time limits for delivery, as indicated on the official Web page of the company www.dpd.gr. Any incorrect understanding of the ordering party/Consignor or visible indication - labelling on the CCN or the parcel concerning delivery deadlines do not apply and do not bind upon DPD Greece.

In the event of delayed completion of a shipment order through obvious and proven fault, DPD Greece shall not be held liable for any damage or loss caused beyond the limits set from the Regulatory Decisions issued by EETT 687/328/. In particular, compensation in the event of delayed delivery of a postal item may not exceed the compensation payable upon loss of uninsured shipments, as it is defined in article 7, paragraph 7.1. The determined maximum amounts of compensation shall be accepted by the ordering party/Consignor, who is waving any other possible claim for additional actual or consequential damage, lost profits, loss of income, etc., regardless of the cause of their occurrence. The foregoing applies even if the possibility of such loss has been brought to the attention of DPD Greece before or after undertaking of shipping. In no case DPD Greece shall be responsible for the delay in the receipt, transportation or



delivery of the shipment or for any loss, damage, injury, improper delivery or non-delivery due to force majeure or unforeseeable reasons such as:

- a) Extraordinary events which are out of the usual human control (an accident, adverse weather conditions, delays of vehicles, criminal activity, etc.).
- b) any act and omission or erroneous instructions of the Consignor or of the Consignee or a third party interested in the specific shipment.
- c) the nature of the shipment, to which specific damage, modification, or destruction may occur, e.g.: easily perishable foods, magnetic means, etc. In any case, the liability of DPD Greece for the transported items shall cease to have effect upon the delivery of the consignment to the Consignee. The Consignee's signature together with the provided information about the delivery on the copy of the CCN, without written statement of possible reservations, represents indisputable proof of proper delivery.

ARTICLE 10: Every claim must be placed by the Consignor and to be submitted in writing to the central offices of DPD Greece within 6 months after the date of undertaking the shipment by DPD Greece. No claim can be accepted after the expiry of the said term.

ARTICLE 11: DPD Greece does not assume the processing and transport of the following documents and articles: money – breakable items, inadequately packaged items – enabled bank cards – vouchers for landlines and mobile phones – gold in any form – gold watches – jewelry – precious stones and metals – antiques – artwork – non-reproducible documents or items (e.g.: correspondence/films/video recordings with personal value, postage stamps, lottery tickets, antiques) – perishable foods – plants – drugs – flammable, explosive and radioactive materials – biological material – infectious, corrosive & poisonous substances – species or parts of weapons – animals – pornographic materials and common goods carriage of which is prohibited by international conventions or organizations (IATA, ICAO) and/or by provisions of community and/or national legislation. DPD Greece is not obliged to check the contents of the transported item, and the Consignor declares at their responsibility that the package does not contain any of the above listed types of items.

ARTICLE 12: Any postal item shall be weighed/its volume weight shall be assessed at Company's facilities and on the basis thereof the charge shall be determined, regardless of the declared weight by the sender. The greater quantity between the real and the volume weight shall be used for price calculation for each consignment.

ARTICLE 13: When, for some reason, the postal item cannot be delivered to the Consignee or to be returned to the Consignor, then it shall be kept for 6 (six) months from the last failed attempt for its delivery in the company's warehouses at Consignor's expense. After the expiry of the six-month period, the consignment shall be considered as finally undelivered and a procedure for its destruction shall follow, after the company having drawn up a relevant destruction protocol. From the above procedure shall be excluded items which have been officially held or which have been declared by the sender to have a value greater than EUR100,00 and therefore shall be forwarded to the National Committee for telecommunications and post (NCTP).

ARTICLE 14: The procedure for the resolution of disputes shall be carried out either amicably by mutual consent: by written communication between the user and DPD Greece to achieve a settlement of the dispute, or by setting up a Reconciliation Commission for the resolution of disputes: DPD Greece, upon request, shall set up a Reconciliation Commission for the resolution of disputes.

ARTICLE 15: Competent to resolve any legal dispute between DPD Greece and the customer shall be the courts of justice in Thessaloniki.