

## GENERAL TERMS AND CONDITIONS - POSTAL SERVICES - EXTRACT

This document is an extract from the General Terms and Conditions (GTC) of MBE Hungary Kft. (hereinafter: the Service Provider). The full GTC are available here: [X].

### 1. The contracting parties

Service Provider: MBE Magyarország Kft.

Seat, postal address, customer service address: 1062 Budapest, Aradi utca 8-10.

Phone: 0617804422

E-mail: mbe001@mbe.hu

Honlap: www.mbe.hu

Open hours: on weekdays 09.00-18.00 hrs.

The Service Provider's activity regulated by this Deed and the GTC: postal services in the territory of Hungary; courier mail, express mail and other postal services not replacing universal postal services in accordance with Article 2, Sections 9 and 15 of Act CLIX of 2012 on Postal Services (hereinafter referred to as the Postal Act) and Article 8, Paragraph 1, Sections a), b), d) of the Postal Act (in relation to parcels delivered abroad and/or over 40 kg and therefore not regulated by the Postal Act the services shall be governed by the separate agreements of the parties and/or by the provisions of the specific and general terms and conditions of the courier companies used by the Service Provider for the provision of such services).

The Service Provider may also use sub-contractors to provide the services. The definition of each type of service is set out in the Postal Act and the GTC.

The Customer is the individual, legal entity, unincorporated business association or other organization that complies with the GTC or, where justified, uses the service under the conditions laid down in individual contracts. When using the services of the Service Provider, the individual, legal person, unincorporated business or other entity indicated as the sender on the shipment shall be considered the sending customer (hereinafter referred to as the "sender"). Addressee: the customer indicated as the consignee on the shipment, its packaging or the list attached to it.

### 2. Subject of the Agreement

On the basis of the service contract, the Service Provider undertakes to collect and forward the parcels of the size, weight, content and packaging specified in the GTC and the relevant laws from the sender and to deliver them to the addressee or the authorised recipient at the address indicated by the sender, against payment of a fee. The GTC shall describe in detail the definition, size and weight limits of the items and the requirements concerning the contents of the shipment.

### 3. Commencement, amendment and termination of the Agreement

The service contract is concluded upon receipt of the shipment by the Service Provider or upon acceptance of the service. Acceptance of the shipment shall be effected by written acknowledgement of receipt of the shipment. The commencement of the performance of the service contract shall be evidenced by the Service Provider's dating, the indication of the exact time of the pick-up and the signature of the person authorised to accept the service. Unless otherwise agreed by the contracting parties, the Service Provider shall be obliged to accept the shipment if the sender has packed it in a wrapping appropriate to the nature, properties and quantity of the contents and the contents cannot be accessed without obvious damage to the wrapping or sealing, or if the sender uses the special packaging service provided by the Service Provider. Unless otherwise agreed by the parties, payment of the service fee is due before the delivery of the shipment begins, or by prepayment after the order is placed, or when the parcel is dispatched. Payment in arrears is possible only by special agreement between the parties. In the case of a contract for the provision of services, the parties may derogate from the provisions of the GTC by mutual agreement, unless such derogation is prohibited by the applicable legislation.

The sender may, for an additional fee, request, modify, cancel or request the return of the shipment before forwarding, in the framework of the ex post provision, of special and specific services. The sender may, for an additional fee, make changes to the address details of the shipment after forwarding, subject to the appropriate application of the rules on ex post provision, which must be taken into account by the Service Provider at the place of destination until delivery begins. If the change of address entails the forwarding or return of the shipment to another place of delivery, the forwarding fee shall be payable.

### 4. Refusing to provide the services

The Service Provider is obliged to refuse to conclude or perform the contract for the service if it becomes aware of any of the following facts: the performance of the contract is contrary to law or international agreement; the contents of the shipment are obviously harmful or dangerous to life, health, physical integrity or the human environment; the shipment does not meet the requirements for conditional items; the packaging of the postal shipment does not meet the requirements of the GTC. The additional costs resulting from refusal to comply with the above or from the return of the shipment shall be borne by the sender. The Service Provider may refuse to conclude the contract if: the provision of the service is suspended or limited by law, or the traffic conditions necessary for the provision of the service are not available for reasons outside its sphere of activity.

Cases of termination of the service contract: the Service Provider performs the service contractually agreed; the shipment is undeliverable; the Sender withdraws from the service contract.

A shipment is considered undeliverable if it cannot be delivered to the addressee (or other authorised recipient) for reasons beyond the control of the Service Provider.

Undeliverable postal items must be returned to the sender by the postal service provider, which may be subject to reimbursement of costs by the Service Provider. If the sender does not reimburse the costs of return delivery or if return delivery is not possible for reasons beyond the control of the postal Service Provider, the postal item shall be deemed undeliverable.

The Service Provider shall keep the undeliverable shipment. The Service Provider shall keep the booked postal item until three months after the date of dispatch, after which it shall destroy the item; it shall keep the parcel post item until three months after the date of dispatch, after which it shall open it; it shall open the booked postal item immediately if the contents of the item are likely to be dangerous or perishable and cannot be expected to be kept for the period specified above. After opening, the Service Provider shall sell the postal item if it contains goods of commercial value, otherwise it shall destroy the contents of the postal item.

### 5. Regulations related to the use of the services

It is the sender's responsibility to ensure that the contents of the shipment comply with the law and the GTC. The contents of the shipment must not contain any object or material the carriage of which is prohibited by law or by the GTC. Certain items and materials specified in the GTC may be dispatched only under the conditions set out therein. Items excluded from carriage and items which may be carried conditionally and their conditions of dispatch are set out in Annex 1. The Service Provider shall not be obliged to examine the contents of a shipment to determine whether it is excluded from carriage or whether it is conditionally deliverable. If, however, at any stage of the service, it establishes that the contents of the shipment are excluded from carriage or that the conditions for carriage are not met, the shipment shall not be delivered to the addressee. The sender is liable for any damage caused by the shipment to the life, health and physical integrity of persons, other property, the Service Provider's equipment and other shipments; he/she is liable for his/her own damage and to reimburse the Service Provider for any additional costs incurred (e.g. return, repackaging, costs incurred in the context of mitigation, etc.) if they are the result of the sender's failure to comply with the provisions of the law and the GTC.

It is the sender's responsibility to ensure that the items are appropriately addressed for transport and that they are packaged in a safe and secure manner, appropriate to the nature of the contents, unless the sender uses packaging provided by the Service Provider as a separate service. Shipments shall be packed in such a way, according to the nature, type, shape and weight of the contents that the wrapping of the shipment protects the contents inside. The wrapping, inner and outer packaging and sealing must be such that the contents cannot be accessed without obvious damage to the wrapping.

The shipment must be clearly, accurately and legibly labelled. As a separate service, the Service Provider shall undertake to label the shipment appropriately, with the details provided by the sender. The address details must be legibly indicated in roman characters, in Arabic numerals, on the shipment, on the wrapping or on the address label permanently attached to the shipment, or on the address book or accompanying document attached to the shipment.

The sender must indicate the following address details on the shipment: the name(s) of the addressee(s); the destination of the shipment - the name of the municipality; the addressee's name, the street name, the name of the public area, the house number (or, if not available, the land property lot number), the staircase number; the nearest address - the floor and the door number; the postcode of the addressee's postal code; the name of the country in case of shipments to be sent abroad. If the sender indicates more than one address on the shipment, the address indicated in the first place, if one of the addresses indicates a post office box, the Service Provider will take the other address as the return address.

### 6. Determination and payment of the fee of the services

The fees for the services are set out in the then effective Price List that is the Annex 2 of the GTC. The fees for the services may be paid in advance by bank transfer, in cash or by credit card, or, by special agreement, by deferred payment, subject to the terms and conditions of the written contract concluded with the Service Provider.

### 7. Services

The Service Provider will deliver all shipments by returning a delivery receipt, accounting for, registering, transferring upon delivery and returning the signed document to the sender.

Courier mail service: once the shipment has been picked up from the sender, it is delivered within 24 hours inland.

Express mail service: the Service Provider collects the parcel from the sender and delivers it to a processing point where it is stored, warehoused and processed. The parcel is delivered on the next working day after pick-up in the country, on the 3rd working day after pick-up in EU Member States at the latest, and on the 5th working day after pick-up in other countries at the latest. Special additional services include: traceable handling of the mail; time-guaranteed service; cash-on-delivery service; service allowing delivery at a time individually agreed with the addressee after the mail item has been picked up; delivery only to the hand of the person designated as the addressee of the mail item; package damage insurance.

The following additional services are available at the sender's option and for an additional fee: packaging, label printing, storage, picking, preparing.

The collection of shipments shall be carried out at a specified time by telephone or on the basis of a written request (in the form of an electronic mail), at the sender's premises or address or at the Service Provider's shop, in person. The Service Provider shall inform the customer of the expected time of collection at the premises. The collection of the shipments shall be carried out by a courier employed by the Service Provider or by an intermediary (subcontractor) of the Service Provider, on the basis of a verbal agreement between the customer and the Service Provider. The conclusion of the service contract and the receipt of the shipment by the Service Provider shall be evidenced by a document from the Service Provider, bearing the signature of the person who receives the shipment, the date of receipt and the Service Provider's details. If, after inspection, the courier considers the shipment to be dangerous to his personal safety or unsafe for transport by the means of transport available, or if the shipment contains an object excluded from carriage or the conditional shipment does not comply with the conditions laid down in the GTC, he/she shall refuse to accept it.

The weight and size limits of the shipments that may be carried by the Service Provider, taking into account the means of transport, are as follows: for carriage by car, the weight is limited to 40 kg and the size (length x width x height) to 4000 cm.

### 8. The delivery of shipments

The Service Provider shall deliver the shipments to the address indicated by the sender on the shipment or on the accompanying document, unless otherwise agreed by the parties or the addressee of the shipment. If delivery of the shipment is prevented, the Service Provider shall inform the sender by telephone, if possible. The shipment shall be returned, subject to payment of a fee due, as specified by the sender. Incorrect addressing shall not exempt the Service Provider from attempting to fulfil its obligations under the service contract, but the Service Provider shall be exempt from any liability for damages in the event of non-delivery due to incorrect addressing. The Service Provider shall deliver all domestic deliveries to home address, and the relevant requirements of the courier company used shall apply to deliveries abroad. The Service Provider shall deliver the shipment to the head of the organisation operating at the address concerned, or to the person authorised by him to receive the shipment, at the place provided by the indirect deliverer, instead of to the private individual to whom the shipment is addressed, in cases specified by law.

The service provider shall deliver all shipments to the authorised addressee. The addressee, the authorised representative, the substitute addressee and the indirect recipient shall be deemed to be authorised recipients. If the Service Provider delivers the shipment to the authorised recipient, the service contract shall be considered as fulfilled.



MAIL BOXES ETC.

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The recipient must acknowledge receipt of the shipment by signing his/her full name on the delivery document after the date of delivery has been recorded. If the receipt of a shipment addressed to a private individual is acknowledged by a person other than the addressee, the person taking over the parcel must also indicate the relationship between the addressee and himself/herself. In the event of refusal to sign, the Service Provider shall return the shipment to the sender, stating the reason. Registered shipments addressed to a recipient who cannot write, who does not know the Latin alphabet, who is blind or who is otherwise unable to write because of a change in his/her physical condition shall be delivered in the presence of an adult witness who can write. Mail addressed to a minor or to a person who is a ward of a court or guardian incapable of exercising legal capacity shall be delivered to the legal representative or guardian instead of the addressee. In the event of the death of a natural person or the dissolution of a legal person or a company or other entity without legal personality, the Service Provider shall return the shipment to the sender without delay after becoming aware of these facts.

The Service Provider shall be obliged to take back the incorrectly delivered shipment and its contents, even if opened, and to record the fact of incorrect delivery, to refund the fee collected for incorrect delivery, and to ensure that the shipment is delivered correctly after closing the parcel and indicating the fact of earlier incorrect delivery. Intact and undamaged items delivered to an authorised representative, substitute addressee or indirectly shall be accepted by the Service Provider, with the reason for non-delivery indicated and signed by the addressee (intermediary), and returned to the sender if delivery to the addressee is unsuccessful. The Service Provider will not take back a duly delivered cash-on-delivery shipment if the document for the settlement of the cash-on-delivery has already been forwarded. If, at the time of delivery, the addressee or his/her authorised representative declares in writing that he/she does not accept the shipment, the Service Provider shall return it to the sender, without setting any time limits for acceptance and stating the reason. If the shipment cannot be delivered for reasons beyond the control of the Service Provider, the Service Provider shall return it to the sender of the shipment, marking the reason.

#### 9. Customer reports, complaints

The Service Provider shall ensure, in accordance with the applicable legislation, that its customers can make complaints about the services (hereinafter referred to as "complaints") free of charge. Customers may lodge their complaints in the following ways: in person; by telephone; by letter; in the form of a written complaint on the waybill; by any other appropriate means (e.g. by e-mail). Complaints arising from the provision of services by the Service Provider may be lodged within a time limit of six months from the date of dispatch, or, in the case of an act or conduct complained of, within 30 days of the date on which the customer becomes aware of the act or conduct, but in any event no later than six months after the act or conduct was carried out. The Service Provider shall examine complaints received free of charge, in a simple, transparent and non-discriminatory procedure. In the event of a verbal complaint, the Service Provider shall, as far as possible, take immediate action on the spot to settle the complaint or provide the necessary clarification. The Service Provider shall investigate the complaint and respond to the customer as soon as possible and no later than 30 calendar days from the date of the complaint. The Service Provider shall keep a record of all complaints. If the service user does not accept the answer to the complaint or the Service Provider does not answer the complaint within the time limit, the complainant may turn to the National Media and Infocommunications Authority supervising the Service Provider (Authority, address: 1133 Budapest, Visegrádi u. 106., postal address: 1376 Budapest, PO Box 997., telephone: 06-1-468-05-00, e-mail: info@nmhh.hu, website: www.nmhh.hu) within 30 days of receipt of the answer or, in the case of a non-answer, of the expiry of the time limit for answering the complaint.

#### 10. Data processing regulations, privacy and confidentiality

The Service Provider processes and transmits the data relating to its postal service contract and the data it becomes aware of in the course of its performance as a data controller. The (a) purpose of the processing: performance of the postal service contract, accounting, verification and post-control of performance, provision of data to the Authority and other purposes specified by law, b) term: the end of the calendar year following the date of dispatch of the postal item, unless otherwise provided by law or the data subject. The Service Provider may control, process and transmit data relating to the performance of the service or which come to its knowledge in the course of the performance of the service, taking into account the provisions of the law. The Service Provider may only know the content of the mailing it transmits to the extent necessary for the provision of the service.

The Service Provider may not, except as provided for in this clause, open a sealed shipment; may examine unsealed shipments only for the purpose of ascertaining the data necessary for the recording, processing, forwarding or delivery and only to the extent necessary for that purpose; may not disclose to any third party, except the sender, the addressee (or other authorised recipient) and the intermediary(s) the data which it has obtained in the course of the performance of the service; not disclose the shipment to any person other than the sender, the addressee (or other authorised recipient) and the intermediary(ies) for the purpose of obtaining knowledge of its contents; not disclose information on the performance of the service to any person other than the sender, the addressee (or other authorised recipient) and the intermediary(ies). The person who presents the document proving the dispatch of the postal item or who communicates to the Service Provider, by electronic means of communication (telecommunications equipment, Internet), the unique identifier of the postal item (e.g. code, item identifier) and, where necessary, the name of the sender and the addressee and the address of the item, shall be deemed to be the person having the same right as the sender. The Service Provider may open the sealed package if the wrapping of the package is damaged to such an extent that opening is justified in order to preserve its contents and repackaging without opening cannot ensure the preservation of the contents of the package; it is justified in order to avoid the danger caused by the contents of the package; the period of retention of the undeliverable package has expired.

#### 11. Liability for the fulfillment of the services

The Service Provider shall be liable in the event of non-performance of the services, including damage, loss of contents, loss and destruction of the parcel, in accordance with the Postal Act, the GTC and this document. The Service Provider shall not be liable for any damage arising in the scope of the services if it is caused by an unavoidable cause beyond the Service Provider's control and for indirect damage and loss of profit. In the case of indirect delivery, the liability of the Service Provider shall pass to the addressee upon delivery of the shipment and the person taking over the shipment shall be liable to the addressee in accordance with the general rules of civil law.

The customer may bring a claim for compensation against the Service Provider in writing within a limitation period of six months from the date of dispatch, starting on the 15th day after dispatch, or, in the event of defects or damage to the shipment, after a record of the claim has been made. The customer may submit a claim for compensation for late delivery of a postal item to the Service Provider in writing within a time limit of fifteen days from the date of receipt of the item. The sender is entitled to claim compensation, except for the following. The addressee shall be entitled if: he/she has taken delivery of the damaged shipment; or the sender has assigned to the addressee the right to claim compensation.

If the Service Provider has determined that the shipment has been destroyed or lost within 30 days of investigating the complaint, it shall inform the Customer in writing of the fact. If the damage or defect of the shipment is not apparent at the time of delivery, the notification shall be made in writing to the Service Provider within 3 working days of delivery. In the event of destruction or loss of the shipment or total or partial loss of the contents, the Service Provider shall assess the claim for compensation notified on the basis of a report within 30 days of the notification and shall inform the customer of the result in writing without delay. The Service Provider shall pay the amount of the damage which it finds to be justified within 8 calendar days of the assessment. In the event of a total or partial rejection of the validity of the claim, the Service Provider shall inform the client in writing of the reasons for the rejection. In the event of damage, loss, destruction or incompleteness of the contents of the shipment, the Service Provider shall pay a lump sum compensation as follows: in the event of loss or destruction of a shipment sent with a declaration of value, the amount of compensation shall be equal to the amount of the value indicated by the sender at the time of dispatch; in the event of damage or incompleteness of the contents of a shipment sent with a declaration of value, the amount of compensation shall be proportional to the extent of the loss or damage, but not more than the amount of the declaration of value. The compensation to be paid by the Service Provider in the event of destruction or total loss of a shipment with a guaranteed delivery time but without a declaration of value shall be fifteen times the amount of the fee payable for the service in the event of destruction or total loss of the shipment. In the case of a special cash-on-delivery service, the Service Provider is liable up to the amount of the cash-on-delivery charge if the shipment was delivered without collection of the cash-on-delivery charge or with collection of a lesser amount.

The Service Provider shall refund to the sender the fees, the difference in fees or the fees for the service not rendered, which were erroneously established at the time of collection or collected at the time of delivery, after establishing this fact. The Service Provider shall reimburse the service fee in full if the sender withdraws from the contract before forwarding the shipment by requesting the return of the shipment at the place of collection, if the shipment has returned to its place of dispatch without reaching its destination due to the fault of the Service Provider, if the Service Provider has failed to fulfil the service contract, or if the shipment sent by special fragile service has been damaged. The Service Provider will refund part of the fees paid in the following cases and within the following limits (partial refund): the amount overpaid if the sender or the addressee has paid a higher charge for the shipment than the fee for the shipment according to the tariff and this can be established from the Service Provider's handling documents or from the shipment. The difference between the charge collected and the new charge, if the sender changes the address of the shipment or the special or additional service requested with the Service Provider before forwarding and, on the basis of the new destination or the changed additional service, is liable to pay a fee lower than the fee paid.

The Service Provider is liable to pay compensation for the delay in delivery of the guaranteed delivery time, unless the Service Provider proves that the delay was caused by an unavoidable cause beyond its control. The amount of compensation shall be twice the fee paid for the guaranteed delivery time. The Service Provider shall not be liable to pay compensation for late delivery of a none guaranteed delivery time shipment. If, in domestic traffic, delivery of the shipment or an attempt to deliver the shipment is not effected within fifteen days of dispatch, the shipment shall be considered lost unless otherwise agreed by the parties and the rules applicable to compensation for loss of shipment shall apply. If a shipment considered to be lost is recovered, it shall be delivered. However, even in the case of delivery, the compensation already paid shall not be refunded to the Service Provider.

Notwithstanding the foregoing, the Service Provider's liability for the services relating to parcels delivered abroad and/or over 40 kg, which are not covered by the Postal Services Act shall be regulated by the provisions of the Hungarian General Forwarding Conditions issued by the Association of Hungarian Forwarders.

#### 12. Quality of fulfillment of services

In the course of its activities, the Service Provider undertakes to fully perform the services requested and paid for by the customer under the GTC, to forward the shipments in safe conditions and to deliver them intact and undamaged condition in accordance with the quality standards set out in the relevant government decree.

### Annex No. 1.

#### Items excluded from carriage and items that may be carried conditionally and their conditions of dispatch:

- stabbing, cutting and firearms;
- ammunition, explosives;
- radioactive, flammable, toxic, corrosive, flammable and explosive materials, and items containing them;
- live plants and animals;
- declaration of value services, transport of valuable objects;
- human remains;
- perishable, infectious, disgusting goods;
- goods requiring refrigeration or heating;
- objects offensive to religious feelings, funeral ashes;
- commercial quantities of alcohol, tobacco;
- narcotic drugs, other hallucinogenic and substances as defined in the Criminal Code;
- objects not properly packaged;
- mail addressed to a post box;
- mail that is not accounted for;
- dangerous goods within the meaning of the ADR (Regulation on the transport of dangerous goods by road).

