

GENERAL TERMS

of the contract with the users of non-universal postal services provided by Speedy AD, according to certificate of entry No. 0062/03.11.2009 Approved by Decision No. 92/23.03.2023 of CRC

Section I

General Provisions

1. These General Terms of the contract with the users of courier services, included in the scope of the non-universal postal service, called for short "General Terms" or "GT", regulate the terms and conditions for providing these services by Speedy AD ("operator") and determine the rights, obligations and liabilities of the parties to the contract
2. A user of the services ("user") can be any natural person or legal entity.
3. Users may familiarize themselves with these General Terms:
 - 3.1 in any post office of the operator, where these are placed in a visible and accessible place;
 - 3.2 on the operator's website on the Internet with address www.speedy.bg ("operator's website"), where these are published in electronic version.
4. The parties may in an individual contract agree on other terms for the execution of courier services. For the conditions not agreed in an individual contract, the General Terms of the operator shall apply. In case of conflict between the terms in the individual contract and the General Terms of the operator, the agreed terms in the individual contract shall apply.
5. In their relations the parties may use an electronic signature (ordinary, advanced or qualified) and agree to recognize its value as a handwritten one. An electronic signature placed by the user on an operator's device equipped with a software application that transforms the user's signature into a digital graphic image and integrates it into the structure of the electronic document without the possibility of editing or modification shall have the value of a handwritten signature placed on a paper copy of the document.
6. A document received in the web-based module for self-service of the operator, with an individual password and username of a user, is an electronic document within the meaning of the Electronic Document and Electronic Signature Act.
7. For the terms not agreed in these GT, as well as for the interpretation of the concepts contained in them, the Postal Services Act (PSA) and the legislation of the Republic of Bulgaria shall apply.

Section II

Scope and Types of Services

8. These GT shall apply to domestic and cross-border courier services, as well as to additional services provided by the operator through its postal network. The operator provides the following services:
 - 8.1. Courier services:
 - 8.1.1. delivery of domestic non-palletized parcels on the territory of the Republic of Bulgaria, including delivery of domestic or inward cross-border parcels assigned by another postal operator;
 - 8.1.2. delivery of cross-border non-palletized parcels by road or air;
 - 8.1.3. delivery of domestic or cross-border palletized parcels;
 - 8.2. Additional services to the courier services:
 - 8.2.1. "Insured Item (valeur declare)" – an agreed higher liability of the operator in case of loss, theft or damage of a parcel, limited to the amount of the value of the content declared by the sender;
 - 8.2.2. "Acknowledgement of receipt" (Return receipt) – an agreed additional service in which the operator informs the sender of the parcel about its delivery to the addressee or a person authorized by him;
 - 8.2.3. "Return documents" – a pre-ordered shipment of documents, which the operator accepts from the addressee and delivers back to the sender;
 - 8.2.4. "Cash-on-delivery" – delivery of a parcel against payment by the addressee of an amount determined by the sender, determined in the currency of the country in which the delivery is made;
 - 8.2.5. "Open/Open before payment" or "Test/Test before payment" – delivery of a parcel in which the sender explicitly allows the recipient to review or test the parcel upon delivery, and when used simultaneously with the additional service "Cash-on-delivery" – to pay the amount of the cash-on-delivery only if he decides to accept the parcel;
 - 8.2.6. "Return of pallet base" – a pre-ordered parcel containing Euro-pallet, which the operator accepts from the addressee of a domestic palletized parcel and delivers it back to the sender;
 - 8.2.7 "Storage Fee" – storage of a parcel in a post office of the operator fee applied after 2 working days from the date of notification of the user by short text message (e.g. SMS, Viber), by phone or by e-mail that the parcel is available for collection in the respective post office of the operator, including cases of returning an undelivered parcel for a reason for which the operator is not responsible.
9. The operator reserves the right to suspend the supply of certain basic or additional services or to introduce new ones according to the supply and demand.
10. The operator provides equal access to all users to the access points for using the services provided in accordance with these GT.

Section III

Conclusion and Execution of the Contract for Courier Service

11. The contract for courier service is considered concluded with the acceptance of the parcel by the operator at its network access point or from an address of the user, including when placing the parcel by the user at an automated postal station or other place or installation designated by the operator for the purpose.
12. The contract for courier service consists of these GT and a bill of lading filled in by the user or according to his instructions. The bill of lading is a document with a unique number, drawn up according to the sample of the operator in electronic format, which is stored in the electronic system of the operator and certifies the conclusion of the contract and the services provided under it. Signature of the operator or the user on the bill of lading is not required.
 - 12.1. When the bill of lading is filled in by the operator according to the instructions of the user, the sender shall receive a copy upon transmission of the parcel and has the right at this time to familiarize with the content and request the elimination of errors or omissions.
 - 12.2. When the bill of lading is filled in by the user in a self-service module, the user can eliminate errors or omissions in the bill of lading at the latest until the parcel is transmitted to the operator.
13. The data contained in the bill of lading are announced by the user who is requester of the courier service. Minimum data required for accurate performance of the service are: the names of the sender and addressee of the parcel, exact and complete delivery address (country, settlement, postal code, street, residential area, block, number, entrance, floor, etc. according to case), a person and a mobile

phone number for contact with the sender and the addressee (local for the country where the address of sending or delivery of the parcel is located). In case of cross-border parcels, the data of the sender and the addressee shall be written in Latin letters. In cases provided by law, the operator may require additional data to identify the sender and addressee of the parcel depending on the type of service used (e.g., for cross-border parcels and/or parcels with additional service "Cash-on-delivery").

14. In the relationship between the parties, it shall be considered that at the time of sending the parcel, the requester for the service:
 - 14.1. shall confirm the accuracy of the data announced in the bill of lading, including the declared content of the parcel;
 - 14.2. shall confirm the services requested by him and shall accept the terms of delivery and payments;
 - 14.3. shall provide personal data and give consent for their processing, necessary for the implementation of the contract for courier service and the statutory obligations of the operator;
 - 14.4. shall assume responsibility for the consequences of declaring incorrect or incomplete data;
 - 14.5. shall agree to operate with his parcel for the purposes of fulfilling the obligations of the operator (opening and checking the contents in the cases provided by law and these GT, repackaging, control weighing to determine the tariff weight, re-tariffing in case of discrepancies with the stated data, etc.).
 - 14.6. shall confirm that he is familiar with the present GT and they are part of the courier service contract.
15. The contract for courier service shall be considered fulfilled:
 - 15.1. with the delivery of the parcel to the addressee;
 - 15.2. with the return of the undelivered parcel to the sender;
 - 15.3. with the destruction of the parcel under the procedure of Item 39 of these GT.
16. When concluding and executing the contract for courier services, the operator applies a Privacy Policy, which users can get acquainted with in any post office of the operator, where it is placed in a visible and accessible place, as well as on the website of the operator, where is published in electronic form.
17. In order to increase and guarantee the quality of the services provided, the telephone conversations conducted between the operator and the users may be recorded, and video surveillance may be conducted in the post offices of the operator.

Section IV

Requirements for Quality and Efficiency of Service

18. The operator shall ensure efficiency in courier service performance through an optimal ratio between quality, reliability, price and speed in the collection, processing, transportation and delivery of parcels, namely:
 - 18.1. the time for collection of parcels from the address of the user is determined depending on the time of the pick-up being requested, the location of the address, as well as the existence of an operator's post office in the settlement;
 - 18.2. Delivery time of parcels is determined by service type and directions, and is being observed by the operator provided that the data indicated by the requester in the bill of lading (name, address and mobile phone number for contact with the addressee) are complete and accurate;
 - 18.3. processing of complaints and payment of indemnities is carried out under the conditions of a free and simplified procedure.
19. The operator shall ensure the quality of the provided courier services by taking the necessary measures:
 - 19.1. to ensure inviolability of parcels and safeguard the confidentiality of correspondence;
 - 19.2. to fulfil the requirements for postal security and to guarantee the security of the postal network;
 - 19.3. to comply with the requirements for personal data protection of the users from illegal processing;
 - 19.4. to take measures for protection of the postal traffic, as well as for the prevention of the insertion in postal items of articles and substances prohibited from insertion;
 - 19.5. to cooperate in detection of violations and criminal offences committed against or through the postal network.
20. The operator shall ensure reliability in providing courier services such as:
 - 20.1. to provide the users with recommendations on reliable packaging of the parcels, compliant with the requirements for security and the normal technological risk during the processing and transportation of the parcels;
 - 20.2. to use barcodes and scanning devices to minimize errors and omissions in processing parcels and tracking postal traffic;
 - 20.3. to provide means for information access to the users for real-time tracking of the movement of their parcels.

Section V

Conditions for Acceptance and Delivery of Domestic and Cross-border Parcels. Requirements for Shape, Size, Weight and Packaging of Parcels

21. Courier parcels are accepted/delivered according to the contract for courier service at the address of the user or at a network access point of the operator. Restrictions in the provision of the service, imposed by the competent authorities, force majeure or other extraordinary circumstances, are announced to all users through a message on the operator's website or to the affected user upon acceptance of the parcel and drawing up the bill of lading.
22. Courier parcels are accepted/delivered within the working hours of the operator, which is announced in a visible and accessible place in each post office of the operator, as well as on the website of the operator.
23. Upon acceptance of parcels:
 - 23.1. Pick-up requests from the user are accepted during the working hours of the operator and are executed within 2 working days after processing the request, the time is not fixed and is determined by the operator depending on the location of the address and the existence of an operator's post office in the settlement. A pick-up request made after 3:00 p.m. or for remote settlements that are not serviced daily can be processed on the next working day.
 - 23.2. The service of the settlements by days is carried out according to schedules, for which information is available on the website of the operator and in each of its post offices.

23.3. The user is responsible that the parcel is ready for transmission to courier at the time of the visit. The courier is not obliged to wait at the address for more than 10 minutes. After this period of time, in order to transmit a parcel, the user shall make a pick-up request again and wait for the next visit by a courier.

23.4. The acceptance and delivery of palletized parcels is done from ramp to ramp and the user is responsible for the organization of loading and unloading.

24. The operator shall set mandatory requirements regarding the form, minimum and maximum size and tariff weight of courier parcels:

24.1. Domestic non-palletized parcels: The services are offered for single-package parcels with a maximum tariff weight per package up to 50 kg or for multi-package parcels with a maximum tariff weight of the parcel up to 100 kg, with a maximum package length in a parcel (the longest side of the package) of 3 m. Parcels to an automated postal station (Automat) are accepted only single-package ones with a maximum size of 60 x 35 x 37 cm and a maximum physical weight of 20 kg. Parcels of different sizes or weights are accepted after confirmation of the request by the operator;

24.2. Cross-border non-palletized parcels: The services are offered for single-package parcels, except for parcels from/to Romania, which can be multi-package. The maximum tariff weight per package is 31.5 kg, except for parcels from/to Greece and Northern Macedonia, where the maximum tariff weight per package is 50 kg. Parcels delivered by road are accepted if they have a minimum size of 22.9 x 16.2 cm, a maximum length (the longest side of the package) of 175 cm, and a maximum size (sum of the length + double the sum of the height and the width of the package in cm.) of 300 cm. Parcels that are delivered by air are accepted if they have a minimum size of 22.9 cm x 16.2 cm and a maximum tariff weight of 3 kg. Parcels of different sizes or weights are accepted after confirmation of the request by the operator;

24.3. Palletized parcels: The services are offered for parcels with a pallet base of 80 x 120 cm, maximum height up to 200 cm and maximum tariff weight up to 1200 kg for domestic parcels and with a maximum height of up to 180 cm and a maximum tariff weight of up to 1000 kg for cross-border parcels. Parcels of different size or weights are accepted after confirmation of the request by the operator;

The tariff weight of the parcel is determined in the manner specified in Item 44 of these GT.

25. All parcels after their acceptance can be weighed and measured for control in warehouses of the operator. In case of identified difference with the weight and size filled in by the user or according to his instructions, the operator shall make official correction of the electronic bill of lading and re-tariffing, as the user owes a price for the service corresponding to the actually established tariff weight of the parcel according to the current Tariff of the operator.

26. The operator accepts parcels with appropriate packaging that does not endanger the contents of the parcel or the integrity of the other parcels. The packaging and closing of a parcel shall be in accordance with its volume, weight and content, so as to provide sufficient external and internal insulation to protect itself as well as other parcels transported by the operator. Instructions or recommendations for proper packaging of parcels are available to users in each post office of the operator, as well as on its website. In case the parcel is accepted for transportation by the operator, it is considered to be properly packed.

27. The provision for appropriate and reliable packaging and closing of the parcel is a responsibility of the user and is at his expense, irrespective of if user prefers to purchase packaging materials from the operator or to use own packaging materials:

27.1. For domestic and cross-border parcels containing "jars", "bottles" or other glass or fragile containers containing liquid, the use of the operator's packaging, which is offered for the respective purpose, is mandatory.

27.2. Documents delivered with a cross-border service must be packed by the sender in a cardboard envelope.

27.3. It is not allowed to join individual packages as a single parcel by attaching them with packing tape, if they are not placed by the sender in a larger and sufficiently strong cardboard package (box or carton).

27.4. The operator does not guarantee the preservation of the appearance of the commercial packaging of goods contained in a courier parcel, if the same is not ensured by additional outer carton.

28. The operator offers packaging materials of different types – degradable polyethylene bags, cardboard envelopes for documents, cartons, boxes for transporting wine, jars, stretch film and bubble wrap. The packaging materials are provided upon an explicit request by the user and payment of the relevant price announced in the Tariff of the operator.

29. When performing cross-border courier services:

29.1. The operator shall act as an authorized representative of the sender and/or the addressee when necessary, for the purposes of customs control and processing;

29.2. For the Republic of Macedonia, parcels under customs control will be delivered only to the warehouse of the customs broker selected by the operator. After release of the parcel by the user who is addressee of the parcel or his representative, the operator provides delivery to the address of the addressee without additional payment;

29.3. Parcels with a customs value above the one specified in the applicable customs legislation (as of the date of adoption of these GT in the amount of BGN 30.00 for non-EU countries) and such to/from the UK, regardless of their value, are subject to customs processing and additional fees, customs duties and taxes, in accordance with the relevant customs legislation, and the customs authorities have the right to assess and change the declared customs value;

29.4. All documents required in the countries from/through/to which the parcel is accepted/transferred/delivered should be completed or provided by the sender and attached to the parcel.

29.5. The operator does not guarantee suspension or return of the parcel to the sender at his order, made after the parcel leaves the logistics units of the operator and is transmitted to a cross-border partner for transport and delivery outside the territory of Bulgaria.

30. The operator reserves the right to organize and execute at its discretion and under conditions of operational independence the acceptance, processing, redirection, transportation and delivery of parcels, using routes, means of transport, distribution centers or subcontractors, as it deems appropriate and insofar as this does not result in payment of an additional price by the user or violation of the terms of the contract between the parties.

31. The parcel belongs to its sender until it is delivered to the addressee.

32. The parcels shall be delivered to the address of its addressee or to a post office of the operator, indicated by the sender. Under conditions determined by the operator, parcels can be delivered to automated postal station. Parcels to a mailbox are not accepted and/or delivered. The courier service for address-delivery shall include one visit to the address of the addressee, and in case of unsuccessful delivery due to a reason for which the operator is not responsible, the parcel shall be transmitted to the nearest post office of the operator and the addressee shall be notified by electronic message or on the provided contact telephone number for the opportunity to collect it from the respective post office within the deadline before its return to the sender.

33. The parcels shall be delivered to the person indicated in the bill of lading as addressee:

33.1. Parcels to an addressee who is a natural person are delivered personally, and in case of absence at the address and after confirmation by the addressee – to a person who is at the address and accepts the parcel against a signature (e.g., a person from the addressee's household, another person who at the time of delivery is at the address of receipt, or a porter, security, reception – at the address of the addressee in a residential or administrative building where access by outsiders is prohibited).

33.2. Parcels to an addressee which is a legal entity are delivered at the address according to the bill of lading, and when the address is located in a building with no access for unauthorized persons – the parcel can be delivered to the reception, security, porter, secretary's office.

33.3. Addressees of courier parcels may authorize other persons to receive the parcels in writing, by providing PIN, phone call or e-mail or in other appropriate way and an explicit form of authorization is not provided.

33.4. In all cases where no explicit identification of the addressee required by an identity document, the operator shall require, mark and preserve the names of the person to whom the parcel has actually been delivered.

33.5. In case of services for which it has been agreed an identification of the addressee, respectively of his proxy, the latter shall identify to the operator by providing a personal identity document, by providing/entering a PIN code previously sent by the operator to the addressee's contact phone number specified in the bill of lading, or by another appropriate way, certifying its capacity of an addressee/proxy for the respective parcel.

33.6. Parcels addressed to minors are transmitted in person to their parents or guardians upon presentation of documents certifying their capacity.

34. The operator shall perform the courier services within the following delivery times, as the parcel acceptance day shall not be counted:

34.1. Delivery of domestic non-palletized parcels is performed within 1 working day when delivery is to a post office or to an address in a settlement, which is serviced daily, and in other cases – up to 3 working days.

34.2. Delivery of cross-border non-palletized parcels by road is performed within 7 working days depending on the area in which the address is located. The indicated delivery time of cross-border parcels, parcels addressed to islands or remote settlements, parcels subject to customs processing, parcels with inaccurate/incomplete address or parcels without specified telephone number and email addresses for contact with the sender and addressee, as well as parcels addressed to a settlement in Bulgaria not serviced daily, can be extended accordingly.

34.3. The delivery of domestic palletized parcels is performed within 2 working days when delivery is to a post office or to an address in a settlement, which is serviced daily, and in other cases – up to 3 working days. The delivery of cross-border palletized parcels is performed within 5 working days, and the operator reserves the right to also introduce services with shorter delivery times.

34.4. The delivery of cross-border non-palletized parcels by air is performed within 6 working days depending on the area in which the address is located. The indicated delivery time of cross-border parcels addressed to islands or remote settlements, subject to customs processing, with inaccurate/incomplete address or without specified telephone number and e-mail addresses for contact with the sender and addressee, as well as parcels addressed to a settlement in Bulgaria, which is not serviced daily, can be extended accordingly.

34.5. The term of paying amounts collected under the additional service "Cash-on-delivery" is one working day for settlements with operator's post office and according to a schedule no more than 3 working days for settlements without operator's post office, starting on the first working day (Monday to Friday), following the day of delivery of the parcel. Amounts are paid to the address/post office where the parcel was sent or via bank account of the user, indicated on the bill of lading in the self-service module and the operator has the right to request the number of the bill of lading for which the user demands payment. For security reasons, the payment of larger amounts in the operator's office may be directed to a specific post office or time range during the working time. After 30 days from the delivery of the parcel all unrequested amounts are archived and are paid only after a request in writing by user after office/day of payment is mutually agreed on.

35. In case the addressee wants to refuse to receive a parcel, he may do so by notifying the operator before or at the time of delivery. The operator returns the parcel to the sender at sender's expense immediately.

36. When the operator is unable to deliver a parcel due to the fact that the addressee refuses to pay for it, the addressee is absent or unknown at the specified address, the addressee has died, the address for delivery is incorrect, incomplete or non-existent, the parcel has not been claimed by the addressee after operator's notification, or due to other objective reasons, the operator returns the parcel to the sender at sender's expense. In this case the parcel is redirected ex officio to a post office of the operator and after a 7-day -storage is returned to the sender, as the latter owes payment for the services in both directions. The operator is not responsible in case of sender's refusal to receive back the parcel or to pay for the services, as well as if it turns out to be impossible to hand in the parcel to sender.

37. Redirection of a parcel to a new address, to another addressee or with different parameters of the service is done after an order by the user (sender or addressee), it is considered as a new service requested and it is subject to a separate payment. For the redirection, a new bill of lading is officially drawn up according to the changed parameters of the service.

38. Unclaimed or undelivered parcel within the time period and in accordance of the provisions specified in article 36 of the present General Terms it shall be stored by the operator for a period of another 7 days, after which it shall become a property of the operator. The operator, in the capacity of an owner, shall have the right to destroy the parcel or sell it.

39. The destruction of parcels shall be carried out after drawing up of a statement of findings by the operator, which shall contain the grounds for the destruction and the relevant circumstances, taking the following actions:

39.1. Documents are cut by hand or by a specialized paper cutting machine;

39.2. Items that can be sold are being sold in an appropriate commercial manner, as the proceeds after deducting the costs of sale remain in favor of the operator;

39.3. Items not sold by the order of Item 39.2 shall be destroyed in an appropriate manner.

Section VI

Price Terms and Method of Payment

40. The operator shall set the prices for the performance of courier services in accordance with the supply and demand, providing them to the Commission for Regulation of Communications for information within 10 days before their entry into force. All prices of the offered services are contained in the Tariff of the operator for performance of domestic and cross-border courier services, which is announced to the users by:

40.1. publication on the operator's website;

40.2. placing in a visible place in each post office of the operator;

40.3. providing on paper or electronic media upon request;

41. When determining the price of each courier service (including additional services), the operator's Tariff, effective at the time of acceptance of the parcel, shall be applied. The price for delivery of palletized parcels is determined by an electronic calculator, which is available for the users on the operator's website or upon request by phone, and for this purpose the user must fill in or declare correct and accurate parameters of the parcel (maximum length and width, which depending on the position and packaging of the parcel may give a deviation from the dimensions of the pallet base, height and physical weight).

42. The prices for the performance of the courier services (without the additional services) shall include a fuel surcharge. The fuel surcharge is being updated at the beginning of each month based on the retail price of diesel fuel on the last day of the previous month. The current amount of fuel surcharge for services is announced and available at any time on the operator's website.

43. The price of the courier services (including the additional services) shall be prepaid by the users as follows:

- 43.1. by the sender upon parcel acceptance, if it is at his expense;
- 43.2. from the addressee upon receipt of the parcel, if it is at his expense;
- 43.3. by a third party where expressly agreed.

43.4. by the addressee of the cash-on-delivery when the amount is paid by the addressee of the parcel via bank card on POS terminal, in this case the commission is debited upon the cash-on-delivery payment

44. Each parcel shall be measured by its physical and volumetric weight. The volumetric weight is determined at a ratio which at the date of adoption of these GT is 1 cubic meter = 200 kg. The tariff weight of the parcel on which it is charged is the higher between the physical and volumetric weight. The operator has the right to perform parcel control measurement and re-tariffing the service, if it finds non-compliance of the parcel with the data submitted by the user when drawing up the bill of lading, or higher volumetric weight than the physical one.

45. The operator has the right to determine and include in the price of the courier service additional fees and surcharges to the basic price, arising from the specific conditions of the service (e.g. when choosing delivery from/to address), processing (e.g. for processing heavy parcel) or loading and unloading operations, clarification and correction of an inaccurate/incomplete address of the addressee after acceptance of the parcel) or of delivery (e.g. to certain addresses or remote/hard-to-reach destinations, for toll tax, for delivery on half-working days or on official holidays or public holidays) as they are indicated by type and value in the operator's Tariff.

Section VII

Insured Item (valeur declare)

46. At the request of the requester of the courier service, the operator may provide an additional service "Insured Item", against which the operator undertakes to indemnify the user for lost, robbed or damaged, in whole or in part, parcel during the service, under the conditions of limited liability of the operator up to the amount of the declared value. The declared value cannot be higher than the actual value of the contents of the parcel and it is a subject to prove it by documents provided by the user during the claim procedure.

47. In case of delivery of non-palletized parcels the additional service "Insured Item" is offered only for parcels which contain packages with tariff weight up to 32 kg. For other domestic or cross-border parcels, the additional service "Insured Item" is offered without a weight limit. The insured value of parcels may not exceed BGN 10 000.00, with the exception of deliveries by road from/to Europe and deliveries by air, where the declared value may not exceed BGN 3 000.00. For security reasons the exercise of the options "Open/Open before Payment and Test/Test before Payment" for parcels with the additional service "Insured Item" and/or "Cash-on-Delivery" above BGN 500 may be allowed only after presenting an ID document and the operator collects and keep the three names and Personal Identification Number of the addressee upon the acceptance or refusal of the parcel.

48. Parcels that contain mobile devices and laptops may use the additional service "Insured Item" only in cases when identification numbers of mobile phones (IMEI) or factory numbers of laptops are at user's disposal and the same are declared to the operator upon sending them. When the content of the parcel is other equipment, the operator reserves the right at its discretion to request the manufacturing or other identification data.

49. An additional service "Insured Item" is provided only for parcels that contain items or goods that are new or under warranty. This service is not provided for parcels containing:

- 49.1. used items and goods, except those under warranty;
- 49.2. money, credit cards, securities, vouchers, coupons;
- 49.3. documents, plans, projects, drawings;
- 49.4. computer, audio, video recordings and information, software;
- 49.5. works of art, articles of precious metals and precious stones;
- 49.6. all vehicles other than factory-packed bicycles

50. In the additional service "Insured Item" the liability of the operator for non-performance is limited to the actual amount of direct and immediate material damages or losses caused to the user, but not more than the amount of the insured value of the parcel. The operator does not cover indirect and non-material damages or lost profits. For partially damaged parcels, the operator may alternatively, at its discretion, cover the costs of repairing the damage (repair) on the basis of an invoice or other document certifying the cost.

51. When submitting a complaint, the user should prove the value of the damages caused by presenting invoices, customs declarations, contracts for purchase and sale of property, statement of the operator for damage during delivery, photos and/or other documents, depending on the content of the parcel and the rights of the user over it.

52. Compensation shall not be paid in the cases when an inaccurately announced or concealed circumstance by the user or other behaviour of the user (sender or addressee) has had an impact on the occurrence of the damaging event and/or the causing of the damage. No compensation shall be due for the additional service "Insured Item" if it is established that the parcel contains an item or goods specified in Item 48 and Items 49.1-6 and the requester for the service has not explicitly declared this circumstance when drawing up the bill of lading.

Section VIII

Rights and Obligations of the Users

53. Users have the right:

53.1. to receive information in an accessible way about the current GT, the operator's Tariff, the operator's requirements regarding the form, minimum and maximum sizes, weight and manner of packing and addressing the parcels, the operator's working hours, prohibited items and substances in postal items, the terms for accepting complaints and the amounts of the compensations;

53.2. to receive performance of the agreed service without deviations from the ones specified in the bill of lading and the General Terms, and when an individual contract has been concluded – from the conditions provided in it;

53.3. to make written complaints in cases of damaged, lost, destroyed or robbed parcels, in case of non-compliance with the delivery times and in case of non-compliance with the deadline for payment of amounts under additional service "Cash-on-delivery", as well as in case of lawful complaints to receive compensation within the amounts defined in the GT of the operator.

54. Users have the following rights to unilaterally change the parameters of courier services:

54.1. The sender is the owner of the parcel until the moment of its delivery to the addressee, as all costs for execution of the orders for change of the parameters of the service are at his expense, except for the cases under Item 54.2, sentence two;

54.2. The addressee of a domestic parcel shall be deemed authorized by the sender to request a change of the operator's post office or delivery address selected by the sender, as well as a change in the delivery time. In this case, if the parcel is delivered, the costs of changing the parameters of the service are at the expense of the addressee.

55. Users are obliged:

55.1. not to place in parcels objects and substances, the transportation of which is prohibited or restricted by the current legislation, including those under Section X of the GT;

55.2. to prepare the parcel in such a way that its contents, weight, dimensions, shape, packaging and type meet the requirements of the present GT;

55.3. to provide complete and accurate information about the sender, the recipient and the content of the parcel for the purposes of the service;

55.4. to pay the cost of the courier service (including the additional services to it);

55.5. to indemnify the operator for the direct and immediate material damages incurred by him, which result from provided incorrect or incomplete data, from documents, declarations or other information not provided or provided with delay, as well as from the unpaid within the terms price of a service.

55.6. to indemnify the operator for damages caused by the contents of their parcels, to property/employees of the operator or other parcels. The liability is in the amount of the incurred direct and immediate material damages, and in case of damages to other parcels - in the amounts in which the operator is liable to the persons, whose parcels are damaged.

55.7. to refund to the operator any amount paid to them under the additional service "Cash-on-delivery", when the addressee of the parcel has made the payment by card, but subsequently disputed the transaction with the card issuer and the amount is ex officio debited to the operator's bank account.

Section IX

Rights and Obligations of the Operator

56. The operator has the right:

56.1. to require the parcel to be in appropriate packaging for transportation, according to the present GT;

56.2. not to accept parcels containing prohibited for transportation objects or substances;

56.3. to refuse accepting a cross-border consignment which is not accompanied by documents required by the competent authorities of the countries through which the parcel passes for customs or border control purposes, or which does not meet the conditions for maximum weight and minimum and maximum sizes specified in the Tariff of the operator;

56.4. to refuse accepting a parcel with insufficient packaging at the operator's discretion;

56.5. to receive the remuneration for the respective service announced in the current Tariff or agreed in an individual contract;

56.6. to receive compensation from the users for damages caused by them or their parcels to the operator or to other parcels transported by the operator;

56.7. to organize and execute at its discretion and under the conditions of operational independence the acceptance, processing, redirection, transportation and delivery of the parcels, using routes, means of transport, distribution centers or subcontractors, as it deems appropriate and insofar as this does not lead to additional payment by the user or until the breach of the terms of the contract between the parties;

56.8. to complete packaging and/or repackage parcels in order to preserve their content, to perform control measurements of parcels, to re-tariff in case of discrepancies due to incorrect declaration of data by the user or for any other reason for which the user is responsible.

56.9. to draw up ex officio a new bill of lading for the consignment in case of redirection or in case of change of the parameters of the service by sender or addressee;

57. The operator undertakes:

57.1. to provide all users with access to the service on equal terms;

57.2. to keep the secrecy of the correspondence during and after the performance of the service, as well as to comply with the requirements of the applicable legislation in the processing of the personal data of the users;

57.3. to provide in a visible and accessible place to the users: The general conditions of the contract with the users, the current Tariff of the operator, information about the network access points of the operator, the requirements to the form, the minimum and maximum sizes, the weight and the way of packing and addressing the parcels, the working hours of the operator, the items and substances prohibited for transfer in postal items, the terms for acceptance and processing of complaints, the amount of the operator's liability and the compensations due in case of lawful complaints;

57.4. to provide the services without deviations from the conditions specified in the bill of lading and the General Terms, and when an individual contract has been concluded - from the conditions provided in it;

57.5. to indemnify the users for damages incurred by them under the conditions and in the amounts contained in these General Terms or in the individual contract between the parties;

57.6. to consider and take opinions on complaints, appeals, requests and suggestions from the users;

Section X

Prohibited for Parcel Items and Substances

58. It is prohibited to place the following objects and substances in domestic and cross-border courier parcels:

58.1. narcotic, anaesthetic, psychotropic and poisonous substances;

58.2. weapons, ammunition, pyrotechnic articles, explosives, incendiary or other dangerous substances and objects;

58.3. objects contrary to moral norms;

58.4. objects and substances which, by their nature or packaging, pose a danger to the life and health of postal employees or other persons or which may contaminate or damage other parcels and equipment;

58.5. religious materials of sects and organizations banned or not registered in the country;

58.6. movable cultural monuments for which no permit or certificate has been issued;

58.7. excise goods and tobacco waste, the holding, transportation, supply and sale of which are prohibited by the Excise Duties and Tax Warehouses Act.

59. Coins, banknotes, currency notes, travellers' cheques, items of value to the sender, platinum, gold, silver, jewellery, worked or unworked precious stones shall not be placed in courier parcels, and other valuables except for parcels with insured item.

60. In cross-border courier parcels, incl. those under the additional service "Insured Item", in addition to the substances and objects under Item 58 and Item 59, other substances and objects specified in cross-border agreements may not be placed, as well as objects, the import and distribution of which is prohibited in the country of the destination.

61. Courier parcels containing animals or perishable biological substances, including diagnostic samples, shall not be accepted if their packaging does not meet the requirements provided for in the legislation of the Republic of Bulgaria and the applicable international acts.

62. Courier parcels, the content of which is subject to a special regime and may be held, transported or carried only in compliance with certain requirements of the legislation of the Republic of Bulgaria, shall not be accepted, unless the sender certifies compliance with these requirements and supplies the operator with the necessary documents for the implementation of the service. It is prohibited to place in domestic and cross-border parcels excise goods with unpaid excise duty.

63. In case of suspicion of prohibited items or substances placed in courier parcels, or of those, the holding, transportation or transmission of which is subject to a special regime, the operator shall request the sender's consent to perform inspection by opening the parcel and reviewing the contents. In case of refusal the parcel shall not be accepted.

64. When there is a reason to believe that an accepted courier parcel contains prohibited items or substances, or those whose holding, transportation or transmission is subject to a special regime, the operator has the right to detain the parcel and suspend delivery for inspection and/or engaging the competent authorities.

65. The operator shall not be liable for lost, destroyed, stolen or damaged parcel in which the sender has placed prohibited items specified in these GT or the applicable legislation, but has not declared them to the operator when drawing up the bill of lading. In this case, the user owes compensation to the operator for damages resulting from the violation, including sanctions imposed by the competent authorities.

Section XI

Complaints and Indemnities

66. Users have the right to complain about incomplete, inaccurate or delayed performance of the courier service, including in the cases of:

66.1. lost, robbed, destroyed or damaged, in whole or in part, parcels;

66.2. returned parcels when there are no reasons for non-delivery;

66.3. non-compliance with the deadlines for delivery of parcels specified in these GT;

66.4. non-fulfilment of other parameters of the courier service.

67. The term for filing the complaint is 6 months, as of the date of acceptance of the parcel.

68. Upon receipt of the parcel, the user must check its contents in the presence of the courier. In case of damage to the contents of the parcel or its packaging upon receipt, a statement of findings shall be drawn up in two identical copies according to the sample of the operator, which shall be signed by the courier and the addressee of the parcel. Data on the time of delivery, the established damage and the possible reasons shall be entered in the damage report; for it, if there is data for that. If the addressee refuses to sign damage report, the courier certifies the refusal.

69. Complaint shall be submitted in writing in the operator's post office, in writing to the operator's address, by e-mail or by the form for complaints on the operator's website. The complaint is considered regularly filed only when all amounts due to the operator for services provided have been paid without delay or set-off.

70. The operator shall study the complaint and within one month for the domestic parcels, and three months for the cross-border parcels, shall notify the claimant in writing about the result.

71. Upon a substantiated claim filed by a user for lost, robbed or damaged in whole or in part, domestic or cross-border parcel, the operator shall owe compensation in the following amounts:

71.1. for a cross-border non-palletized parcel (including AIR EXPRESS or DPD Economy services) without additional service "Insured Item", the compensation is in the amount of the actual value of the damage, but not more than BGN 100.00;

71.2. for domestic non-palletized parcel without additional service "Insured Item", the compensation is in the amount of the actual value of the damage, but not more than BGN 15.00;

71.3. for domestic or cross-border palletized parcels without additional service "Insured Item" - the compensation is in the amount of the actual value of the damage, but not more than BGN 200.00;

71.4. for domestic or cross-border parcel with additional service "Insured Item", the compensation is in the amount of the actual value of the damage, but not more than the declared value of the parcel.

71.5. for domestic or cross-border parcel, not specified in Items 71.1 to 71.4 inclusive, -the compensation is in the amount of the actual value of the damage, but not more than BGN 15.00.

72. Upon a substantiated claim filed by a user for an unreasonably returned parcel, when there is no reason for non-delivery, the operator shall return the price paid for the unperformed courier service.

73. Upon a lawful complaint filed by a user for delayed payment of amounts collected by the operator for additional service "Cash-on-delivery", the operator owes compensation in the amount of 10% of the price of the additional service "Cash-on-delivery" for each day of delay, but not more than 50% of the same.

74. Upon a lawful complaint filed by a user for delayed delivery of a parcel, the operator shall owe compensation in the following amounts:

74.1. for domestic non-palletized parcel – the compensation is 10% of the price of the courier service for each day of delay, but not more than 50% of the same;

74.2. for domestic palletized parcel – the compensation is 10% of the price of the courier service for each day of delay, but not more than 30% of the same;

74.3. for cross-border non-palletized and palletized parcel – the compensation is 0.1% of the price of the courier service for each day of delay, but not more than BGN 10.00.

74.4. for a domestic parcel under the service for delivery of inward cross-border parcels to another postal operator ("DPD delivery" or other) the compensation is in the amount of BGN 1.00 for each day of delay, but not more than BGN 10.00.

74.5. for domestic or cross-border parcel, not specified in Items 74.1 to 74.4 incl. – the compensation is BGN 1.00 for each day of delay, but not more than BGN 10.00.

75. The amount of damage in case of lost, robbed, destroyed or damaged (in whole or in part) parcels proved by the user with invoices, customs declarations, ownership documents or other appropriate written evidence certifying the actual content of the parcel, its value and the occurred damage.

76. The operator shall refund to the user the paid price of the service only in the cases when the service is not provided entirely for a reason for which the operator is responsible.

77. The operator shall not be liable for delayed delivery of a parcel for which a complete loss, destruction, damage or robbery (total damage) has been established. In this case the responsibility of the operator is by the order of Item 71 of the GT.

78. The operator shall not be liable for indirect or non-material damages suffered by the Users, as well as for lost profits arising from non-performance, incomplete, inaccurate or delayed performance of the courier service. The liability of the operator for damages arising from non-performance, incomplete, inaccurate or delayed performance of the contract for courier service is limited to the amounts specified in Item 71 to Item 74 of these GT.

79. The operator shall not be liable for non-performance, as well as for delayed, incomplete or inaccurate performance of the service, when:

79.1. it is due to force majeure, including, but not limited to, natural phenomena, strikes, riots, anti-epidemic or other restrictive measures imposed by the competent authorities, etc. The operator will make good faith efforts to limit non-compliance and to minimize damage.

79.2. it is due to unforeseen circumstances arising from domestic or cross-border transport (e.g., detention of the parcel for verification of contents due to breaches of applicable law, completion of customs formalities of the host country, payment of customs duties or other charges). In this case, the delivery period is automatically extended by the number of days for which the parcel has been detained by the competent authorities.

79.3. the damage or destruction of parcels has occurred through the fault of the sender or arises from the nature of the contents of the parcel.

79.4. the parcel contains prohibited articles or substances and has therefore been confiscated or destroyed by the competent authorities (including in other countries through which the parcels transported) in the prescribed manner.

79.5. due to an incomplete or incorrect contact address or telephone number, the parcel has not been delivered to the addressee or has been delivered to another person;

79.6. when no written complaint has been filed within the term under Item 67 of these GT.

80. Without derogating from the right of the user to file a complaint within the term under Item 67 of these GT, the operator shall not be liable for damage to the parcel when the addressee has exercised his right to open or test the parcel before its acceptance with the corresponding additional services and after the examination, he accepted it without remarks.

81. The term for payment of compensation on a lawful complaint filed by a user is 15 working days after the operator notifies the claimant of its decision on the complaint and the latter indicate their bank account or post office where to receive the compensation.

Section XII

Complying with National and International Regulations:

82. Every user of a service provided by the operator:

82.1. declare, warrant and undertake to comply with applicable anti-corruption/bribery norms and, in violation of applicable law, not to give, offer, promise or permit a gift of money or other benefit to obtain or retain business, refer business to any person or to obtain any unfair advantage;

82.2. declare, warrant and undertake to comply with all applicable national and international export and re-export control regulations, all applicable national and international regulations for dual-use items, any restrictive measure or embargo imposed under UN programs or other national or international program as well as any applicable national and international regulations directed against terrorism, money laundering or other similar activities;

82.3. declare that he/she is not among the physical persons or legal entities identified on the SDN List (a list of Specially Designated Nationals pursuant to Executive Order 13224, the purpose of which is to identify persons suspected of terrorism, or with any later version of this document, issued by the Office of Foreign Assets Control (OFAC) of the US Department of the Treasury and published on its official website: <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>, on any other substitute website or in any other official publication), UN or other comparable national or international list;

82.4. declare that he/she has been informed and shall accept that his/her data, as well as the data of the senders and the addressees of requested/agreed by him/her postal items, are subject to automated verification by both the operator and its international partners, which aims to certify that these persons are not identified on the SDN, UN or other comparable national or international list.

82.5. be responsible for informing the senders and the addressees of requested/contracted by him/her postal items that their data are subject to the verification under item 82.4.

82.6. undertakes to notify the operator of any knowledge or suspicion that a person engaged in a requested/contracted service is in violation of any of the aforementioned provisions or is identified on the SDN, UN or other comparable national or international list.

83. In case of violation of the declarations, guarantees and obligations under item 82, the operator has the right, at its discretion, to cease or suspend the provision of the service, to transmit all available information to the competent authorities and/or to take any other actions required by the competent authorities and/or to undertake any other actions required by the competent authorities, including to destroy the parcel at the expense of the user. It is the responsibility of the user to inform all other persons affected by the performance of the service about the application of these conditions and to obtain their consent if necessary.

84. Under no circumstances will the operator be liable for interruption or suspension of a service, transmission of data for persons affected by the performance of a service at the request of competent authorities, destruction of parcels or any other appropriate measure taken in connection with the application of the above Item 82 and Item 83.

Section XIII

Dispute Resolution Procedure

85. Disputes between the user and the operator shall be resolved in the spirit of good partnership cooperation, through bona fide negotiations and agreements. In case of disagreement, each of the parties may file a complaint to the Communications Regulation Commission and/or refer the dispute to the competent Bulgarian court.