# Terms and Conditions for Domestic Shipping and Postal Services Provided by DHL eCommerce (Poland) Sp. z o.o.

#### Paragraph 1

These Terms and Conditions define the rules for domestic express and postal services provided by DHL eCommerce (Poland) Sp. z o.o. Sp. z o.o. pursuant to the Act of 15 November 1984 Transport Law – consolidated text: Journal of Laws of 2000 No. 50 item 601 as amended, hereinafter referred to as the "Transport Law", and the Act of 23 November 2012 Postal Law (Journal of Laws of 2012, item 1529), hereinafter referred to as the "Postal Law".

#### Paragraph 2

The definitions used in these Terms and Conditions shall have the following meanings:

**Courier** – a DHL subcontractor accepting a shipment into the DHL system from the Sender and delivering it to the Consignee.

**Sender** – a natural person, legal entity or organisational unit without legal personality, which hands over the shipment to DHL for the performance of the shipping and postal service.

**Consignee** – an entity to whom the shipment is to be delivered.

**DHL** – DHL eCommerce (Poland) Sp. z o.o. Sp. z o.o., with its registered office in Warsaw, entered in the commercial register of the National Court Register kept by the District Court for the Capital City of Warsaw, Division XIII Commercial of the National Court Register under KRS No. 631916, share capital 44 950 000 PLN NIP 9512417713.

**Price List** – a document that defines the weight and dimensions of shipments, along with a breakdown into price categories for DHL services and the timeframe in which they can be delivered.

**Customer** – a natural person, legal entity or organisational unit without legal entity, which orders DHL to provide shipping or postal services. The Customer may be the Sender, the Consignee or a third party.

**Shipping Service** - a service provided by DHL consisting in the acceptance, movement and delivery of shipments with contents other than correspondence, subject to the provisions of the Transport Law.

**Postal Service** – a service consisting in the collection, sorting, transport and delivery of courier shipments including shipments with correspondence and, for Consumers, all shipments weighing up to 20 kg, subject to the provisions of the Postal Law.

**Consumer** – a natural person who concludes an agreement for Shipping or Postal Services with DHL for purposes which are not directly related to business or professional activity.

**Entrepreneur referred to in Article 385 sec. 5 of the Civil Code** – a natural person conducting business activity on his/her own behalf, if the concluded agreement for provision of shipping or postal services is directly related to his/her business activity, and results from the content of the agreement that it is not of professional character, in particular resulting from the subject of his/her business activity made available on the basis of the provisions of the Central Registration And Information On Business.

- 1. DHL's scope of business shall include the collection, transport and delivery of shipments with a value of up to PLN 100,000 in the country.
- 2. Services concerning shipments with a value of more than PLN 100,000 may be provided after concluding a separate agreement with DHL.
- 3. The catalogue of provided Postal Services includes only collection, sorting, shipping and delivery of courier shipments within the meaning of the Postal Law, excluding courier shipments with declared value within the meaning of the Postal Law. DHL shall not provide Postal Services for shipments other than courier shipments.

#### Paragraph 4

- 1. The prices for the services shall be specified in the Price List valid on the day of sending a shipment.
- DHL reserves the right to amend the Price List at any time. The current Price List is available to all customers on the DHL website at I and dhlecommerce.pl from each Courier.

#### Paragraph 5

- The shipment may be accepted in the following manner: at the Receipt Point the Sender delivers the shipment himself/herself; at the Sender's place – the shipment is picked up by the Courier, on the basis of prior notification. If the Sender and the Customer are not the same person, the Sender shall be deemed to be acting on behalf of the Customer.
- 2. DHL shall provide services on the basis of a transport agreement or an agreement for the provision of postal services. If it does not appear from the service order, consignment note or DHL price list that the agreement for the provision of postal services has been concluded, it shall mean that the transport agreement has been concluded.
- 3. The rules for the provision of the Return of Confirmed Documents (ROD) service are set out in the ROD Service Terms and Conditions, which form an integral part hereof.

- 1. The Sender shall be responsible for the quality of the packaging of the shipment appropriate to its contents.
- 2. The Sender shall be obliged to pack the shipment properly and to hand it over to the Courier in a condition that enables its proper transport and ensures that it does not damage other shipments during transport, as well as to deliver it without loss or damage. In particular, the packaging should: be properly closed, preventing access to the contents of the shipment by unauthorised persons; be strong enough for the weight and content of the shipment; have internal protection to prevent the contents of the shipment such as: "WARNING! NST" and "UP" (marking can be done by the Courier or at the Receipt Point).
- 3. DHL may refuse to accept items whose condition is defective or whose packaging is inadequate, or which do not have the required packaging, or whose packaging or the visible part of its content contains inscriptions, images, drawings or other graphic marks which violate the law, as well as in other cases specified by the provisions of the applicable law. DHL shall not be liable for damage resulting from missing, insufficient or defective packaging.

- 4. In the event that the Sender uses pallets owned by DHL for the transport of general cargo, which the Consignee refuses to return, the costs related thereto shall be charged to the Sender of the shipment.
- 5. DHL may refuse to conclude or withdraw from the agreement for the provision of Postal Services in particular if:
  - 1) requirements for the provision of postal services specified in the applicable legislation or these Terms and Conditions are not met by the Sender;
  - 2) content or packaging of the shipment endangers third parties or DHL;
  - 3) packaging of the shipment or a visible part of its content contains inscriptions, images, drawings or other graphic signs which violate the law;
  - 4) receipt or movement of the shipment is prohibited by law.
- 6. DHL may furthermore:
  - refuse to conclude the agreement for the provision of Postal Services if the shipment does not meet the conditions specified by DHL for the conclusion of the agreement;
  - 2) withdraw from the agreement for provision of Postal Services if the shipment does not meet the conditions specified in the agreement.
- 7. In addition to the other requirements set out herein or in generally applicable law, the Sender shall:
  - comply with all applicable import, transit, export, customs, export control and sanction regulations of governmental authorities and international organisations ("Export Control Laws") and not to procure services from DHL that will directly or indirectly cause a violation of the applicable Export Control Laws;
  - classify the goods for export, not provide DHL with any Controlled Goods and to notify DHL immediately in writing if he/she has knowledge or reason to believe that the Shipment contains Controlled Goods;
  - 3) ensure that the delivery to the destination and any known end user and end use case do not violate the applicable Export Control Laws, and that neither the Sender or an affiliated company, nor the Consignee or any third party directly or indirectly contractually engaged by the Sender are Excluded Parties.

- 1. The Sender shall be obliged to include his/her address and the address of the Consignee on the packaging of the shipment, which must match the details on the consignment note. If this is not possible, the shipment should contain other signs that allow its identification (e.g. company marks).
- 2. The details of the Consignee/Sender should include the first name/own name, street name, house and apartment number (if any), postal address code, town name; in addition, it is recommended to indicate a telephone number to enable DHL to contact you in order to properly perform the service. In the case of choosing the option of delivering the shipment directly to a DHL ServicePoint, the Sender shall be obliged to provide at least address data of the DHL ServicePoint and telephone number or e-mail address of the Consignee.
- 3. If the Customer or Sender provides DHL with a telephone number and/or e-mail address for the Consignee, the Consignee shall be entitled to submit, via the "Redirect Parcel" service, available at przekieruj.dhlecommerce.pl under the terms and conditions of the "Redirect Parcel Service Terms and Conditions", declarations on

changing the terms and conditions of the agreement by: requesting that the shipment be delivered at DHL ServicePoint, DHL Locker or DHL representative office, or setting a different delivery address or delivery date, or ordering a Delivery to Neighbour service or changing its content. The Consignee may also make a declaration of refusal in this manner. An amendment to the agreement as stated above shall not require the Consignee to produce a copy of the consignment note. Any actions made through the "Redirect Parcel" service using the PIN code sent by DHL to the telephone number and/or e-mail address provided shall be deemed to have been made by the Consignee. The provisions of this paragraph shall not apply to shipments weighing more than 31.5 kg.

#### Paragraph 8

- 1. DHL shall not accept shipments which contain: cash, securities, other documents of payments; valuable items (i.e. jewellery, works of art, antiques, numismatic items etc.); weapons and ammunition; pyrotechnics; perishable goods; goods which require special transport conditions; chemically and biologically active items; animals, human or animal remains; drugs and psychotropic substances; medicines requiring special conditions of shipping; other goods whose properties may pose a threat to the health of persons coming into contact with them or that may damage or destroy other shipments; goods that are subject to the Act of 09.03.2017 on the system of monitoring the carriage of goods by road; tobacco products subject to the Act of 05.07.2018 on health protection against the consequences of tobacco and tobacco products use; other goods whose shipping is prohibited under the applicable legislation. DHL shall not accept shipments for carriage if this would violate the law, in particular the Transport Law or the Postal Law. DHL also shall not accept shipments containing military or other prohibited goods or goods requiring a license, authorisation or permit (such as dual-use goods or weapons) for the purpose of import, export, transit or transfer under export control and sanctions laws or other regulatory restrictions ("Controlled Goods") and shipments in respect of which the Sender, Consignee or third party with an interest in the Shipment, directly or indirectly involved in the shipment or transaction, is a natural or legal person or entity subject to sanctions by the UN, the EU, the US or, where applicable, other governments and international institutions ("Excluded Party").
- 2. In the case of shipment which DHL does not accept for carriage pursuant to clause 1, the Sender shall be obliged to compensate for the resultant damage (in particular related to environmental contamination) in full amount.

- 1. Proof of the conclusion of the agreement for the provision of the Shipping Service or the agreement for the provision of the Postal Service shall be a consignment note confirmed by DHL, which may also be an electronic transmission, a computer printout or any other document containing the data specified in these Terms and Conditions and legal regulations, as applied by DHL. All items covered by one consignment note shall be considered to be one shipment.
- 2. The declared value of the shipment must not exceed its normal value and should be confirmed by relevant documents (e.g. invoices, bills) at DHL's request. If the value of the shipment is not declared, the declared value shall be assumed to be PLN 500. In the case of the Postal Service, the declaration of the value of the shipment shall be

made solely for the purpose of insuring the shipment and shall not affect DHL's liability, which shall be in accordance with the provisions of Paragraph 15.

- 3. The Sender shall issue a consignment note in compliance with the template used by DHL. By issuing the consignment note, the Sender thereby confirms the compliance of the declared data concerning the shipment and knowledge of these Terms and Conditions, and by doing so expresses his/her agreement with the price for the service proposed by DHL.
- 4. The Courier accepting the shipment shall confirm with his/her signature on the consignment note that the shipment has been accepted by DHL for shipping and delivery.

## Paragraph 10

- 1. In accordance with the Customer's instructions, the services provided by DHL shall be paid for by the Sender, the Consignee or the Customer who is neither the Consignee nor the Sender. This provision shall not release either the Sender or the Consignee from liability as defined by applicable law.
- 2. When the Customer is neither the Sender nor the Consignee, the order must be placed in writing. The Customer may only be the payer for the service if it has concluded a service agreement with DHL with an authorisation to pay by bank transfer.
- 3. In the situations referred to in clause 2 above, if, in addition, a cash on delivery service has been ordered, the amount of the cash on delivery shall be transferred to the bank account of the Customer indicated in the agreement. The above cannot be changed by the instruction of the consignment note.
- 4. If DHL has accepted a shipment (including a courier Shipment) for carriage that is unpaid for or paid for in an amount less than due, then DHL may require the Sender, the Consignee or the Customer to pay a charge or surcharge for the service, in the amount according to the provisions of the applicable Price List or agreement.
- 5. If the Consignee pays the collection amount using a payment card and then makes a claim under the terms of the so-called *chargeback* service, which is offered by a payment institution or card organisation and allows the payer to obtain a refund, in particular for orders that have not been fulfilled or have been fulfilled improperly, DHL may refrain from transferring the collection amount as instructed by the Customer until the chargeback procedure has been completed. If such a complaint is upheld, DHL shall be entitled to refund to the Consignee the amount of money collected from the Consignee, and if the amount has been transferred in accordance with the instructions of the Customer, DHL may claim a full refund.

- 1. The contents of a shipment may be inspected by DHL at any time, from the time of acceptance until delivery to the Consignee, in order to ascertain that the actual content of the shipment corresponds with the details on the consignment note, unless applicable legal provisions provide otherwise. DHL shall be under no obligation to check the contents of the shipment. This provision shall be without prejudice to the provisions of law providing for the possibility of opening the shipment for purposes other than those specified in the first sentence.
- 2. The non-conformities referred to in clause 1 shall constitute grounds for DHL to refuse acceptance of the shipment and to amend the terms and conditions of the agreement.

- 3. DHL shall be entitled to review the charges for the services provided. In particular, DHL shall have the right to verify the weight and size of the shipment. A discrepancy between these data and the information provided by the Sender shall constitute grounds for appropriate change in the price of the service provided.
- 4. Subject to paragraph 5, the verification of shipments for compliance with the declarations included in the consignment note and verification whether the content of the shipment is non-standard may be performed by DHL employees in DHL locations, without the participation of the Customer. The result of the verification shall be entered into DHL's IT system and shall constitute the basis for determining the correct charge rate, as well as for requesting payment of the charge for a non-standard item if such an item is found.
- 5. The rules for opening and verifying shipments sent by Consumers or Entrepreneurs referred to in Article 385 sec. 5 of the Civil Code and recording their results are defined by the provisions of the Transport Law or the Postal Law.

- 1. The courier shipment shall be delivered within the guaranteed timeframe specified in the contract or the Price List.
- 2. If neither the agreement nor the Price List specifies a guaranteed courier delivery period, it shall be assumed to be 14 days.
- 3. Subject to the following provisions, delivery shall be made to the Consignee, to an adult household member or another person authorised to collect the shipment at the address indicated on the consignment note. If the Customer indicates the telephone number or e-mail address of the Consignee on the consignment note, the collection of the shipment may be carried out by the person who, upon collection of the shipment, provides the PIN number that was sent by DHL via message to this telephone number or e-mail address. If DHL outsources the service to another postal operator, the delivery shall be made in accordance with the delivery procedure of the postal operator to which DHL has outsourced the service.
- 4. Receipt of delivery can be made in writing or electronically (including by providing a PIN number). The receipt cannot be challenged on the sole basis that it exists only in electronic form.
- 5. When ordering the service, the Customer may give an instruction, included in the consignment note, agreeing to collect the shipment at DHL ServicePoint. In this case, the shipment shall be released to the person who, upon collection, provides at least the consignment note number and the PIN number that was sent by DHL via text message to the telephone number or e-mail address. If the shipment cannot be delivered to the DHL ServicePoint selected by the Customer, the shipment shall be delivered to another DHL ServicePoint which is adjacent to the originally selected DHL ServicePoint by the Customer. If the shipment is not collected within seven calendar days of delivery to DHL ServicePoint, it shall be returned to the Sender. The provisions of clauses 8 and 10 and the provisions of paragraph 13 shall not apply. The provisions of this paragraph shall only apply to: (a) shipments other than postal items; (b) Customers who, on the basis of a separate agreement, are entitled to apply the Special Price List. If it is not possible to provide the shipment to DHL ServicePoint, the delivery shall be made according to the provisions of clause 3.
- 6. When ordering the service, the Customer may give an instruction, included in the consignment note, to arrange for the shipment to be picked up at DHL Locker. In this

case, the shipment shall be released to the person who, upon collection, provides the telephone number indicated by the Customer on the consignment note and the eightdigit PIN number that was sent by DHL via text message to this telephone number. If the shipment is not collected within seven calendar days of delivery to DHL Locker, it shall be returned to the Sender. The provisions of clauses 8, 9 and 10 and the provisions of paragraph 13 shall not apply. The provisions of this paragraph shall only apply to: (a) shipments other than postal items; (b) Customers who, on the basis of a separate agreement, are entitled to apply the Special Price List. If it is not possible to transfer the shipment to DHL Locker, delivery shall be made in accordance with clause 3.

- 7. Subject to the following section, if the Consignee is absent, the Courier shall leave an advice note indicating the date on which delivery will be attempted again and indicating where and when the Consignee may collect the shipment in person, if the date given by the Courier does not suit the Consignee. If the additional Delivery to Neighbour service has been ordered, no advice note shall be left for the alternative consignee named as part of this service.
- 8. In the case of shipments, which according to the Price List meet the requirements to be handed over at DHL ServicePoint, for which DHL phone number or e-mail address of the Consignee has been given, and the Consignee is not obliged to pay the charges for the transport of the shipment to DHL, the Courier shall leave a note with the information about directing the shipment to DHL ServicePoint. The Consignee receives a text message or e-mail containing the address of the DHL ServicePoint.
- 9. The holding period of a shipment which has been advised at a DHL representative office shall be 4 calendar days. After the expiry of the aforementioned period, DHL shall return the shipment to the Sender. In the case of changing the delivery date of a shipment made through the "Redirect Parcel" service, the holding period of an advised parcel may be shortened; in any case, failure to collect the shipment by the tenth day from the day of sending the parcel for transport shall result in the return of the shipment to the Sender after this period.
- 10. The shipment shall be also returned if the Consignee refuses to accept it or if the Consignee's address is incorrect.
- 11. If the Consignee is liable to pay for the services provided by DHL and the shipment has been returned to the Sender, the Sender shall pay for the service provided.
- 12. DHL reserves the right to charge for returning an undelivered shipment to the Sender.

- 1. The delivery of the shipment shall be confirmed by the Consignee or an authorised person with his/her own legible signature or by indicating the PIN number, thus confirming the correctness of the service. If the Consignee is a legal person or an organisational unit without legal personality, delivery of the shipment shall be confirmed by a person authorised to receive it.
- 2. Any reservations concerning the performance of the service or the condition of the shipment shall be entered by the Consignee at the time of acceptance on the delivery receipts used by DHL.

3. Prior to receipt of delivery of the shipment and payment of the resulting charges, the Consignee cannot open the shipment.

# Paragraph 14

- 1. In case of any damage or defect in the shipment being delivered, the Courier delivering the shipment shall immediately draw up a damage report.
- 2. The preparation of a damage report may also be requested by the Consignee if he/she finds that the shipment is damaged. The report shall be drawn up in the presence of a DHL's representative. The report shall be signed by the Consignee and a DHL's representative.
- 3. The claim for improper performance of the service shall expire as a result of acceptance of the shipment without reservation, unless the claimant discovers the loss or damage which cannot be outwardly noticed after the acceptance of the shipment and not later than within 7 days notifies DHL and proves that the damage occurred between the acceptance of the shipment by DHL and its delivery to the addressee.

- 1. DHL's liability to Consumers and **Entrepreneurs referred to in Article 385 sec. 5 of the Civil Code** for non-performance or improper performance of the Shipping Service is governed by the provisions of the Transport Law.
- DHL's liability to persons other than Consumers and Entrepreneurs referred to in Article 385 sec. 5 of the Civil Code for non-performance or improper performance of the Shipping Service shall be governed by the provisions of the Transport Law, subject to the following provisions:
  - 1) DHL's liability for loss, shortage or damage to a shipment shall be limited to the lowest of the following amounts:
    - the declared value of the shipment,
    - the actual, normal value of the shipment,
    - the amount of PLN 500.
  - 2) DHL shall be liable for damage caused by delayed delivery of a shipment with a guaranteed delivery date as per the offer in the Price List. The payer for the service shall be entitled to compensation amounting to 100% of the basic charge, as per the Price List valid on the date of shipment or agreement concluded with DHL.
- 3. Subject to the provisions of these Terms and Conditions, if DHL provides Postal Services, it shall be liable for the non-performance or improper performance of such Services in accordance with and within the limits of the Postal Law, i.e.:
  - for loss, shortage or damage to a postal shipment that is not a shipment with correspondence – in the amount not exceeding the ordinary value of the lost or damaged items;
  - for the loss of a postal shipment with correspondence in the amount of ten times the charge for the service, but not less than fifty times charge for treating the postal shipment as registered mail specified in the price list for universal services;
  - 3) for a delay in the delivery of a postal shipment in relation to the guaranteed delivery date in the amount not exceeding twice the service charge.

However, if the non-performance or undue performance of the Postal Service is a consequence of a tort, intentional fault or gross negligence of DHL, the above limitations of damages shall not apply; in such a situation DHL's liability shall be defined by the provisions of the Civil Code.

- 4. A Postal Service shall be deemed to have been unduly performed if there is a delay in delivery or in case of loss or damage to the shipment. The Postal Service shall be deemed not to have been provided in case of loss of shipment. A shipment shall be deemed to be lost if it has not reached the destination indicated on the consignment note within 30 days of the expiry of the delivery deadline. In case of non-performance of the Postal Service, irrespective of the compensation due, DHL shall reimburse in full the Postal Service fee charged.
- 5. DHL shall not be liable for the non-performance or improper performance of the Postal Service if has occurred:
  - 1) as a result of force majeure;
  - 2) due to reasons on the part of the Sender or the Consignee, not caused by DHL;
  - due to violation by the Sender or the Consignee of the provisions of the law or these Terms and Conditions;
  - 4) due to the characteristics of the shipment.
- 6. For the avoidance of doubt, these Terms and Conditions do not establish a more favourable level of liability or indemnity than that provided by the Postal Law.
- 7. With the exception of the liability in relation to Consumers or Entrepreneurs referred to in Article 385 sec. 5 of the Civil Code, DHL's liability shall be limited:
  - for damage caused by the non-performance or improper performance of the additional service up to the equivalent of 100% of the additional fee paid for the service in question;
  - 2) for reasons other than those specified in point 1) and other than damage, loss or shortage in the shipment or delay in delivery – up to the amount of the loss incurred, however, the amount of compensation cannot exceed the basic charge or PLN 500 – whichever is lower.
- 8. Unless otherwise provided by applicable legal provisions, DHL shall not be liable for:
  - 1) loss, shortage or damage to a shipment containing items excluded from carriage by law or the provisions hereof;
  - 2) notes on customer documents that are returned to the Sender as part of the document return service;
  - 3) benefits lost by the Sender, the Consignee, the Customer or other persons as a result of the non-performance or improper performance of the service.

- 1. DHL recommends insurance for the shipment and offers a service to cover the shipment, the cost of which shall be borne by the person paying for the service, according to the current Price List.
- 2. The main provisions of the insurance agreement for third-party account concluded between DHL and the Insurer shall be made available upon request.

3. When the Sender orders a COD service, he/she shall be obliged to insure the shipment according to the rules offered by DHL. If the shipment is not insured, DHL shall not provide the COD service.

## Paragraph 17

- 1. The basis for initiating the complaint procedure shall be filing of a complaint by the entitled person.
- 2. With regard to complaints concerning the Postal Service, the following provisions shall apply in particular:
  - 1) Complaints can be filed at any DHL outlet. Complaints can be made in writing, electronically to the addresses indicated at dhlecommerce.pl or verbally into the minutes.
  - 2) Persons entitled to file a complaint shall include:
  - 3)
- a) Sender, or
- b) Consignee in case the Sender waives the right to assert claims in his/her favour or the shipment is delivered to the Consignee.
- 4) A complaint can be filed:
  - (a) for loss or damage to a shipment that is not a shipment with correspondence:
    - directly upon acceptance of the shipment damaged or with defective content – if a damage report was drawn up upon acceptance of the shipment;
    - after acceptance of the shipment if immediately upon acceptance a written statement of damage or loss to the shipment has been made or a damage report has been drawn up;
    - within 7 days of the date of receipt of the shipment in case of damage and shortages that are not visible from the outside, discovered after receipt of the shipment;
  - b) for the loss of the shipment on the day following the expiry of the deadline specified in paragraph 15 section 4;
  - c) for delayed delivery in relation to the guaranteed delivery period after the expiry of this period.

However, in no case may a complaint be filed more than 12 months after the date of sending.

- 5) If the complaint is denied, the entitled person may file an appeal within 14 days from the date of delivery of the response to the complaint.
- 6) DHL shall consider the complaint and the appeal within no more than 30 days of receipt.
- 7) If the claim is accepted, the compensation shall be paid within 14 days to the entitled person's bank account or, if this is not possible, by postal order.
- 3. The detailed procedure for filing and dealing with complaints (including the content of the complaint and the required documents) shall be governed as follows:
  - 1) concerning Shipping Services: Regulation of the Minister of Transport and Construction of 24 February 2006 on the determination of the condition of

shipments and the complaint procedure (Journal of Laws of 2006 No. 38, item 266);

 concerning Postal Services: Regulation of the Minister of Administration and Digitisation on postal service complaints of 26 November 2013(Journal of Laws 2013, item 1468).

## Paragraph 18

- 1. The Sender, the Consignee or the Customer who are not Consumers or Entrepreneurs referred to in Article 385 sec. 5 of the Civil Code shall not be entitled to set-off the amounts of claims against past, present or future dues to DHL.
- 2. The Sender, the Consignee or the Customer who are not Consumers or Entrepreneurs referred to in Article 385 sec. 5 of the Civil Code cannot, without DHL's written consent, transfer receivables due to DHL to a third party.

## Paragraph 19

- 1. The administrator of personal data of individuals ordering services covered by these Terms and Conditions is DHL eCommerce (Poland) Sp. z o.o.. with its seat in Warsaw, ul. Osmańska 2, 02-823 Warsaw (hereinafter: "DHL eCommerce "). The Data Protection Officer can be reached at: dpo.parcel@dhl.com or the Company's mailing address. Data will be processed for the purpose of concluding agreements and providing services. DHL eCommerce will also use the data for the purposes of contacting you in relation to the performance of services and testing their quality, responding to interventions, complaints, complaints or changes to instructions, for marketing purposes consisting of presenting offers of services of DHL eCommerce and Partners. DHL eCommerce will also process your data in order to comply with its legal obligation to DHL eCommerce including to prevent money laundering and terrorist financing, and may also use the information provided by the Sender to fulfil its legal obligations including to carry out an audit of the excluded entity. You have the right of access to the content of your data and the right to rectification, erasure, restriction of processing, the right to data portability, and the right to lodge a complaint with the President of the Data Protection Authority. Youhave the right to object to the processing on grounds relating to your particular situation. To find out more about how we use your data go to https://www.dhlparcel.pl/pdo (tab: "Shipper and Shipment Receiver").
- 2. DHL eCommerce will collect, store and process the personal data provided by the Sender or the Consignee to the extent necessary to provide the Services, in accordance withapplicable law.
- 3. In matters not regulated by the above Terms and Conditions, the provisions of the Transport Law shall apply, unless the Postal Law applies, and the provisions of the Civil Code.
- 4. These Terms and Conditions shall enter into force on 02 December 2024.

DHL eCommerce (Poland) Sp. z o.o.