

Appendix 1

Direct Link’s General Customer Terms and Conditions for Traders and Other Organizations

# Scope

These General Customer Terms and Conditions (hereinafter referred to as "DLTC") govern services which companies in the Direct Link group (hereinafter referred to as "Direct Link") perform in accordance with a specific agreement (hereinafter referred to as the "Agreement") which refers to DLTC.

Any deviation from DLTC is conditional upon a specific agreement to this effect by Direct Link and the Customer. Such an agreement shall take precedence over these DLTC.

DLTC cover in their entirety items as well as electronic and other services. Section 5 governs matters which specifically concern services which entail the forwarding of items, while section 6 governs matters which specifically concern electronic and other services. The nature of the service in accordance with the definitions set forth in section 2 determines which of the aforesaid sections is applicable. Certain services may be covered by both sections. In such cases, such fact is set forth in the Special Terms and Conditions.

# Definitions

* Electronic service

Service that is communicated electronically.

* Items

Letters, packages, or other addressed items and unaddressed items which are handled in Direct Link's operations.

* Letters

Addressed items which are contained in an envelope or other packaging and which do not weigh more than 2 kg. Postcards, letter cards and similar items are equated with letters.

* Other services

Services which are neither designated as electronic nor involve the forwarding of items.

* Parcels

Items which weigh more than 2 kg or are not the subject of letter delivery.

* Recipient

The shipment items addressee

* Sender

A party who has engaged Direct Link to forward an item.

* Special Terms and Conditions

The parts of the Agreement which have precedence over DLTC and which govern the different services which are covered by the Agreement.

* The Universal Postal Convention

The conventions which govern international postal operations. The application provisions for mail forwarding are set forth in the Letter Post Manual and, in respect of parcel forwarding, in the Parcel Post Manual.

# Prices

The customer shall pay prices and fees in accordance with the Agreement.

All prices and fees are stated exclusive of VAT.

# Payment terms and conditions

## Invoicing terms and conditions

Unless otherwise agreed, Direct Link is entitled to:

* invoice the Customer on an ongoing basis. The Customer is obliged to pay the invoice within 10 days of the invoice date.
* apply invoicing charges in accor- dance with the invoice, and statu- tory penalty interest and reminder charges.

## Credit terms and conditions

If credit has been agreed, Direct Link is entitled to:

* receive sufficient security from the Customer for the credit granted, at any time during the credit period.
* terminate the credit with immediate effect, with immediate re-payment of outstanding credit, if the Customer is late making any payment or is feared to be insolvent in accordance with point 16, or if security has not been provided or if in Direct Link’s opinion the security is no longer sufficient. In this context, “Direct Link” means all companies within the Direct Link group that have provided credit to the Customer.

## Cash payment

If the Customer is not entitled to credit in accordance with the agreement, prices and charges must be paid in cash (e.g. by debit or credit card).

## Unused customer numbers

Customer numbers that the Customer has been assigned by Direct Link will cease to apply if they remain unused for a consecutive period of 24 months. A new customer number can be ob- tained following an approved applica- tion.

## Transfer of claims

Direct Link companies are permitted to transfer their claims and the right to invoice and receive payment in accor- dance with the agreement to another company.

## Errors in invoices

Errors in an invoice or other demand for payment issued by Direct Link must be notified within a certain period in order to be asserted against Direct Link – see point 17.

# Specific provisions regarding items

## Hazardous or prohibited contents and highest permissible value

The customer shall ensure that the content of items does not contravene the provisions of this section and shall compensate Direct Link or other party incurring a loss for all losses incurred as a result of a breach of these provisions by the customer. See also section 5.4.1.

### Hazardous goods

National legislations and the Universal Postal Convention contain provisions regarding hazardous goods. Hazardous goods may not be sent using Direct Link. However, in respect of certain services, limited quantity of hazardous goods may be sent. Detailed information regarding these services may be obtained from Direct Link Customer Service (see section 20).

Detailed information in respect of hazardous goods may be obtained from the national competent authority.

### Prohibited contents

The following contents may not be sent with Direct Link unless set forth in the Agreement.

* Valuable contents, for example gold, silver, jewels, watches, coins, banknotes, and bearer securities.
* Goods requiring refrigeration or heating in excess of normal transport handling.
* Live animals with the exception of banana flies, bees, leeches and silkworms.
* Firearms and weapon parts.
* Category A contagious substances (UN 2814, UN 2900).
* Category B biological substances (UN 3373) which are not packaged in accordance with ICAO-TI and IATA-DGR’s packaging instructions, PI 650.
* Other medical and biological samples which are not packaged in a safe manner (please refer to the national competent authority for information and instructions)
* Illegal drugs and narcotics

Other contents may be prohibited in accordance with Special Terms and Conditions.

Additional limitations with respect to the contents of Items are set forth in the Universal Postal Convention and the import provisions of individual countries. The sender is responsible for ensuring that the contents of the item do not violate these provisions.

### Highest permissible value

In respect of certain services, the Special Terms and Conditions contain provisions regarding the maximum market value for the contents of an item.

## Customer’s liability

The customer is liable for its obligations. In particular, the customer shall ensure that submitted items fulfil the requirements set forth in DLTC and in the Special Terms and Conditions for the services.

The customer shall ensure that the contents of an item are wrapped/ packaged in such a manner that, be it in whole or damaged condition, they cannot cause damage to other items or to Direct Link’s personnel, equipment or facilities.

## Direct Link’s liability

### Period of liability

Direct Link's liability for an item shall commence upon receipt by Direct Link of the item, and shall cease when the item is delivered to the specified recipient's address or another location agreed upon with the recipient, however, not necessarily to the stated recipient personally.

In respect of items that are picked up at service points or other delivery point, liability shall cease to apply upon delivery of the item. Direct Link's

liability shall also cease when the item is deemed to be undeliverable and is returned to the sender or otherwise processed in accordance with the Agreement.

### Certain definitions

#### Undeliverable item

Undeliverable item means an addressed item which cannot be delivered to the recipient. An undeliverable item shall be returned to the sender or otherwise processed in accordance with the Agreement. The time within which the return occurs may vary for different services.

#### Delayed item

Delayed item means an item which is neither delivered to the recipient nor for which the recipient receive notice within the time set forth in the Special Terms and Conditions applicable to the service. In respect of certain services, normal delivery times are stated.

Exceeding normal delivery times does not automatically mean that the item is to be deemed delayed.

#### Lost item

Lost item means an item which, within the period prescribed below, is not:

* delivered to the recipient;
* notified to the addressee and is available for collection;
* returned to the sender

The prescribed time is as follows:

*International postal items*

* Two months after the date of notice of complaint.

*Other international items*

* 30 days after the expiry of the agreed time or, where a particular time has not been agreed upon, 60 days after the item is received by Direct Link.

### Liability

#### Letters

According to the Universal Postal Convention, Direct Link is liable to pay compensation for loss of, diminution of, damage to, or delayed delivery of letters only where compensation is agreed between Direct Link and the sender. The Special Terms and Conditions specify the letters in respect of which Direct Link assumes liability to pay compensation. The scope of such liability is also set forth in the Special Terms and Conditions.

There is no statutory or convention- based right for the customer to expand Direct Link’s liability to pay compensation pursuant to the preceding paragraph – irrespective of the grounds on which the payment liability is claimed.

#### Parcels

Direct Link's liability for international postal parcels is set forth in the Special Terms and Conditions which govern the respective services, as well as in the Universal Postal Convention.

There is no statutory or convention- based right for the customer to expand Direct Link’s liability to pay compensation pursuant to the preceding paragraph – irrespective of the grounds on which the payment liability is claimed.

Direct Link's liability for carriage of international parcels which is not performed under the terms of The Universal Postal Convention is set forth in the Special Terms and Conditions which govern the respective services, and applicable international conventions governing the carriage of goods.

#### Other items

Direct Link shall be liable to pay compensation for loss, diminution, damage or delay of other items (e.g. unaddressed items) only where compensation is agreed upon between Direct Link and the sender. Special Terms and Conditions state which other items in respect of which Direct Link has assumed a compensation obligation. The Special Terms and Conditions also set forth the extent of the payment obligation.

## Exclusion of liability, limitation of liability, etc.

Legislation governing the carriage of goods and the Universal Postal Convention provide that Direct Link is entitled to limit its liability to a certain specified amount, and to exclude its liability where certain conditions exist. Direct Link has also specified provisions regarding limitation and exclusion of liability in the Special Terms and Conditions for the services and in DLTC.

### Exclusion of liability

Direct Link shall not be liable where Direct Link has exercised normal care.

In addition, Direct Link shall not be liable in respect of loss, diminution, damage, or delay where such has been caused by:

* error or negligence of the sender or recipient;
* erroneous or incomplete address or marking of the item;
* non-delivery of an item due to it being undeliverable;
* erroneous or incomplete information regarding the goods;
* handling, loading, stowing, or unloading of the goods by the sender or the recipient or a third party acting on behalf of the sender or recipient;
* the inherent susceptibility of the goods to be easily damaged by, for example, breakage, leakage, spontaneous combustion, decay, rust, fermentation, evaporation, and susceptibility to cold, heat, or moisture;
* the lack of packaging or defective packaging;
* Direct Link’s inability to deliver the item within the prescribed period due to the fact that customary verification of a cheque or other means of payment cannot take place within the specified period of time; or
* circumstances beyond Direct Link's control which Direct Link was unable to avoid and the consequences of which Direct Link was unable to prevent.

Direct Link does not assume any liability for an item which contains hazardous or prohibited goods in contravention of the provisions set forth in section 5.1 above, or for goods the value of which exceeds the highest permissible market value.

Direct Link is not liable for any indirect damage or consequential loss, e.g. lost profits, loss of markets, or other similar damage or loss.

Direct Link shall not be liable for damage arising as a consequence of the fact that any person, following delivery, uses the contents of an item in order to perpetrate acts illegally or without authority or authorization.

### Request for compensation

Any claim of compensation for loss, diminution and damage shall be based on a documented complaint from the recipient, presented to Direct Link by the Sender.

### Amount of compensation

#### Loss, diminution, and damage

The maximum compensation liability from Direct Link is equal to the amount of fees paid for the services rendered and not for any items or loss whether real or consequential in nature, unless otherwise agreed in the Customer agreement or set forth in the Special Terms and Conditions for the service.

#### Delay

The Customer acknowledges and agrees that on the basis that Direct Link is only responsible for arranging distribution of items by third party air or road transporters or distribution providers rather than for actually distributing such items, all delivery and transit targets and aims are estimates only and cannot be guaranteed.

## Liens

Direct Link shall hold a lien over goods which are under Direct Link's control. The lien shall cover Direct Link's claims against the sender or the recipient in connection with orders from the customer.

# Specific provisions regarding electronic and other services

Sections 6.1-6.3 govern electronic services while sections 6.4-6.5 govern both electronic and other services.

## Licenses and fees

The customer is responsible for obtaining all necessary consents from public authorities and other bodies and paying to a party other than Direct Link any fees connected with the utilization of the services.

## Equipment and software

To the extent the service entails the provision by the customer of its own equipment or software, the customer shall be responsible therefor in accordance with the following:

* The equipment and software must fulfil the technical specifications which Direct Link issues from time to time.
* The equipment and software must not contain any computer virus or suchlike.
* The equipment and software must be capable of correctly processing dates.
* Where Direct Link so requests, prior to connection to Direct Link, the customer's equipment and software must be approved in accordance with Direct Link's guidelines applicable from time to time.

Where disruptions or defects arise in the service as a result of the provision by the customer of flawed and/or unapproved equipment/ software, or as a consequence of the customer taking or failing to take other measures, the customer shall immediately undertake appropriate troubleshooting and rectification measures. In the event such troubleshooting and rectification measures are insufficient, Direct Link shall be entitled to exclude the customer from the service. Direct Link shall be entitled, but not obligated, to rectify the disruption or defect.

Direct Link shall thereupon be entitled to compensation for rectification of the defect in accordance with the current price list.

Unless otherwise separately agreed, where Direct Link has provided equipment for the utilization of the service, such equipment shall be returned upon the termination of the customer's access to the service.

## Marketing and publication

In the event the customer uses Direct Link's services to market goods and services on the Internet or via other electronic media or to publish other material via such media, the customer must ensure that the contents and design of the published material (hereinafter jointly referred to as the “Material”) comply with this section.

* The Material may not infringe any copyright, trade mark, or other intellectual property rights.
* The Material may not violate any act, ordinance, direction of public authorities, use, or custom, and generally accepted marketing practices.
* The Material may not risk causing offence.
* The Material may not contain personal information in violation of applicable data protection legislation
* The Material may not contain incorrect information.
* The Material may not contain elements of pornography, violence, or discrimination against ethnic groups.
* The Material may not violate the detailed guidelines regarding the publication of material through the use of Direct Link's services as applied by Direct Link from time to time.
* It shall be clearly stated that Direct Link is not the sender of the Material.
* In connection with the Material, the customer must indicate an e-mail address to which visitors can turn in the event of any queries regarding the Material.

Where Direct Link is of the opinion that the Material or the customer’s use of the service in general is in violation of the provisions of this section or any other agreement, the customer must immediately effect rectification. In the event such rectification is insufficient, Direct Link shall be entitled to exclude the customer from the service and/or immediately cease publication of the Material.

## Liability

Direct Link shall be liable for the services only to the extent expressly stated in the Special Terms and Conditions governing the service.

The customer undertakes to indemnify Direct Link for any and all costs and other damage incurred by Direct Link due to the customer's utilization of the service in violation of this Agreement.

## Exclusion and limitation of liability

Direct Link shall not be liable where Direct Link has duly exercised normal caution.

Direct Link shall also not be liable where the defect or deficiency in the service is due to circumstances outside Direct Link's control and which Direct Link could not reasonably have been expected to foresee at the time the service was provided and the consequences of which Direct Link could not reasonably have avoided or overcome.

The aforementioned shall apply where a sub-contractor or a representative of Direct Link is prevented from performing any duties on behalf of Direct Link as a result of such circumstance.

Unless otherwise stated in Special Terms and Conditions, Direct Link’s liability shall be limited to the payment made by the customer for the service during the invoicing period during which the damage was incurred.

Under no circumstances shall Direct Link be liable for indirect or consequential loss, such as lost profits, lost markets, or other similar damage or loss.

# Unforeseen events

In the event that Direct Link, in the execution of the services, is obliged to act without first obtaining instructions from the customer or, where applicable, the recipient, such actions shall be deemed to be taken on behalf of the customer or the recipient, and such party shall bear the risk thereof.

# Line and telephony services

The customer shall itself procure the line and telephony services required in order to communicate with Direct Link or a third party. The customer shall pay all line and telephony costs for such communication. Unless otherwise agreed, Direct Link does not assume any liability for line and telephony services.

# Intellectual property rights and software

All intellectual property rights and technical solutions regarding Direct Link's services and related software are the property of Direct Link and are not assigned to the customer nor may they be used by the customer in any manner other than as expressly permitted by this Agreement.

Accordingly, the customer may not make available to the general public systems, programs, methods, documentation, and suchlike. Nor may the customer modify, develop, or sub- license the services or appurtenant software.

Where Direct Link provides software, the customer shall only be entitled to utilize such software in conjunction with the service and only for such time as the customer has access to the service, where after the software and any copies thereof must be immediately returned to Direct Link.

# Confidentiality

Direct Link and the customer may not inform third parties regarding the Agreement unless otherwise agreed in writing. The aforementioned shall only apply where not otherwise prescribed by law. However, both parties shall be entitled to provide such information regarding the Agreement as required to enable a supplier or service provider to perform its services. Such information shall not include price information. The supplier or service provider which receives information regarding the Agreement must also be obliged to comply with the confidentiality provisions above.

Direct Link may inform other companies within the Direct Link in respect of the Agreement.

Where either of the parties is required to notify a public authority of the Agreement, such shall occur with a request that the Agreement be classified as confidential while lodged with the public authority. This shall be notified to the other party in writing.

The customer shall ensure that documentation and instructions provided pursuant to agreements with Direct Link are stored in a secure manner and do not come into the possession of third parties, and that such documentation and instructions are returned to Direct Link upon the termination of this Agreement.

Direct Link shall ensure that data is stored with Direct Link in accordance with its data security rules in such a manner that it is not lost or accessed by any unauthorized party. Direct Link shall not be liable for transfer errors, distortion or loss of data or otherwise for security in conjunction with transfers of data in the telecommunications network.

The provisions regarding confidentiality in this section shall apply during the term of the Agreement and for a period of five years thereafter.

# Processing of personal data

Direct Link acts as data controller when processing personal data in the provision of the service, as Direct Link decides the purposes and the means of the processing. When a service is partly performed by PostNord (which is the case if the service is partly performed within the Nordic countries), then PostNord will act as data controller for the personal data processing that takes place in PostNord's part of the delivery. Data subjects may however always direct any personal data related inquiries and complaints to Direct Link, regardless of whether it is Direct Link or PostNord that is the data controller for the processing activity in question.

Personal data will be processed by Direct Link and/or PostNord to provide the service, to develop and test IT systems, to obtain anonymized statistics and to offer additional services that are naturally connected to the delivery under the Agreement. The Customer undertakes to inform its employees and customers, as applicable, of Direct Link’s and PostNord’s processing of personal data. Information on Direct Link’s processing of personal data can be found at; www.directlink.com/about-us/privacy-policy/ and information on PostNord’s processing of personal data can be found at; https://www.postnord.com/en/site-info/privacy-policy/.

For services where Direct Link process personal data on the Customer’s behalf, i.e. where the Customer decides the purposes and means of the processing, the Customer is the data controller and Direct Link the Customer’s data processor. For services where Direct Link is data processor, the data processing regulation in the Special Terms and Conditions for that specific service applies.

# Amendments and supplements

DLTC and the Special Terms and Conditions applicable to the Agreement (jointly referred to as the “Customer Terms and Conditions”) are published at directlink.com. The customer shall be responsible for staying informed with respect to the governing terms and conditions. Customers who do not have access to the Internet may order the terms and conditions via Customer Service – see section 20. The customer is aware and acknowledges that the Customer Terms and Conditions may be amended. Amendment may take place in any manner set forth below.

The Customer Terms and Conditions may be amended once per year through publication on 1 December at Directlink.com. Upon publication, the amendment will be described. Normally, the amendment shall enter into force on 1 January of the following year, provided that no later date is stated. After the amendment has entered into force, the new version of the terms and conditions shall begin to apply. Where the customer does not wish to accept the amendment, the customer shall be entitled to immediately cancel the Agreement. In such case, the customer must notify Direct Link thereof not later than the weekday prior to the date of amendment.

Notwithstanding the provisions set forth in the previous paragraph, Direct Link shall be entitled to amend the Customer Terms and Conditions in respect of a service in other circumstances and/or on more occasions than as provided above where Direct Link deems that the amendment is necessary. In such case, and in cases where Direct Link and the customer have reached an agreement that the preceding paragraph shall not apply, amendment shall take place in the following manner. Direct Link shall send a notice to the customer not less than 30 days before the amendment shall enter into force. Where the customer does not wish to accept the amendment, the customer shall be entitled to terminate the Agreement in respect of the service(s) which is/are affected by the amendment on the day the amendment is to enter into force. In such case, the customer must notify Direct Link thereof not later than the weekday prior to the date of amendment.

Direct Link shall not be entitled to apply the provisions of the preceding paragraph to amend the customer's price terms and conditions unless this is expressly stated in the Agreement.

However, Direct Link shall be entitled to immediately amend or terminate agreement provisions where occasioned by law, regulations, or decisions by governmental authorities or municipalities, including price changes due to changes in taxes or other duties. Such amendment may occur at the time following from the ordinance or the decision and regardless of the reason for amendment. Direct Link is obliged to promptly notify the customer of the time of the amendment. In addition, Direct Link shall be entitled to change the freight price as compensation for increased fuel costs, exchange rate changes, and public charges which are beyond Direct Link's control, or charge a fee (fuel supplement) in addition to the agreed price. Direct Link shall also be entitled to change this fee without prior notice to the customer.

# Notices

All notices by a party to the other party must be sent to the address specified in the Agreement, or to a new address as specified subsequent to the execution of the Agreement, or otherwise to the last known address.

# Changed circumstances

The customer must inform Direct Link in respect of changes – especially with regard to name or company name, address, and where applicable, credit cards and account numbers - which, taking into account agreements between the parties, are of significance for Direct Link. All changes must be notified in good time.

# Assignment

The customer's rights and obligations in accordance with the Agreement may not be assigned to a third party without Direct Link's written consent. A new agreement must be executed in the event of any change in the corporate form of the customer.

Direct Link shall be entitled, without the customer's consent, to assign its rights and obligations, in one or more stages, either in whole or in part, to any company within the Direct Link group.

In addition, Direct Link shall be entitled to engage sub-contractors for the performance of its obligations.

# Premature termination

A party shall be entitled to terminate the Agreement prematurely in the event that:

* The other party commits a material breach in the performance of its obligations and has not rectified such breach within a reasonable time following demand therefor.
* The other party is placed into liquidation, petitions for or has been placed into insolvent liquidation, commences proceedings for a company reorganization, enters into composition negotiations, suspends its payments, or may be deemed to be insolvent.
* The other party is in default of payment for a period of more than ten days following the due date for payment and does not rectify the breach within a reasonable time of a demand for rectification of the breach.

The customer shall not be entitled to a refund of payments made due to the early termination of this Agreement by Direct Link in accordance with this section. In the event the Agreement is terminated other than as a result of early termination, fees paid for a service shall be refunded insofar as such fees relate to the service for the period after the termination of the Agreement.

# Notice of complaint

In the event notice of complaint is not given in due time, the defect cannot be asserted against Direct Link.

## Items

Notice of complaint in respect of lost, diminished, damaged or delayed items must be given without unreasonable delay after the loss, diminution or damage was discovered or should have been discovered. In such context, the following in particular shall apply:

* In conjunction with diminution or damage which is visible, notice of complaint must be given immediately upon receipt of the item at Direct Link’s Customer service – see section 20.
* Notice of complaint shall be given in respect of delays within seven workdays after the item was received by, or advice was given to, the addressee.
* In conjunction with diminution or damage which is not obvious, notice of complaint shall be given within seven workdays following receipt of the item. Upon failure to do so, the person giving notice of complaint must demonstrate that the damage or diminution occurred prior to receipt.
* Notice of complaint may not be given later than six months after the day upon which the item was delivered for posting.

## Electronic and other services

Notices of complaint shall be given to Direct Link without unreasonable delay. Complaints and claims must be submitted not later than six months from the day on which the customer was aware, or should have been aware, of the basis for the claim

## Invoices

Notice of complaint in respect of errors in an invoice or other demand for payment issued by Direct Link must be given not later than the due date for payment.

# Limitations period

Claims against Direct Link must be brought within a period of one year from the dates specified below. Where claims are not brought within the prescribed period, the right to bring the claim shall be forfeited.

## Items

The time shall be calculated:

* in the event of diminution, damage, or delay: from the day on which the item was delivered to the recipient;
* in the event of loss: from the day on which the item is deemed to be lost in accordance with section 5.3.2.3;
* in the event of unaccounted C.O.D: from the day on which the item was left with Direct Link for transport.

## Electronic and other services

The time shall be calculated from the day on which the customer was aware, or should have been aware, of the basis for the claim.

# Disputes

The agreement shall be governed by national substantive law.

Insofar as any disputes regarding the interpretation and application of the Agreement and the legal relations relating thereto cannot be resolved through negotiations between the parties, such disputes shall, unless such is opposed by any of the parties at the time the dispute arises, preferably be referred for mediation in accordance with the rules of [the Mediation Institute of the Stockholm Chamber of Commerce].

In the event a party opposes mediation or where such mediation is discontinued, the dispute shall be adjudicated as follows:

* by a court of general jurisdiction provided the amount of the claim does not exceed [15 times the statutory base amount in accordance with the National Insurance Act]; or
* by arbitration in accordance with [the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce where the value of the claim equals or exceeds 15 times the statutory base amount.] The arbitration proceedings shall take place in [Stockholm].

# Customer service

Customer service answers all questions concerning Direct Link’s services.

Information regarding the services is also available on Direct Link’s web sites.

Please refer to the contact information at the bottom of the page.

**Direct Link**

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