

CHARTER OF OBLIGATIONS TOWARDS CONSUMERS

in accordance with Article 18 of Law 2668/1998 (FEK A'282/18.12.1998)

1. Details concerning UPS OF GREECE, INC

The company UPS OF GREECE, INC was registered with the National Telecommunications & Post Commission in 1999 and is a company that has been legally formed, employing 135 persons in Greece. It provides services for the express delivery of documents and parcels to other countries (Export) and services of the delivery of documents and parcels from other countries (Import).

It is noted that, in that the full Terms & Conditions of UPS OF GREECE, INC are contained in **Annex A** and prevail in the event of any incompatibility with this Charter.

2. Description of the services provided and their quality

Service	Description	Characteristics	Imports
UPS Express Plus™ for delivery the next day within Europe and to North America on the second day at the beginning of the business day for extremely urgent shipments.	<ul style="list-style-type: none"> • Before 9.00 a.m. in the largest business centres in Europe. • 60% of all enterprises in the USA and to the largest cities in Canada by 8.00 / 8.30 a.m. on the second business day. • 70% of all enterprises in the USA and to the largest cities in Canada by 9.00 a.m. on the second business day. • In most Asian cities by 9.00 a.m. on the second business day. 	Money-back guarantee.	
UPS Express™ for delivery on the morning of the next business day to the whole of the European Union and express delivery worldwide.	<ul style="list-style-type: none"> • Until 10.30 in the morning or 12.00 noon at the latest for 70% of all the business centres in the European Union, Switzerland, Liechtenstein and Norway. • Until 10.30 in the morning of the second business day for 75% of all the enterprises in the USA and the largest cities in Canada. • Before 12.00 noon on the second business day for 90% of all enterprises in the USA and the largest cities in Canada. • Anywhere else in the USA during the second business day. • In certain areas within Asia from 10.30 a.m. to 12.00 noon at the latest, within 2 or 3 business days. • Available, also, for shipments / deliveries within Greece. 	Money-back guarantee	Available for imports to certain postal codes before 12.00 from European Union countries. For countries outside the European Union, delivery is effected within 1 or 2 business days at the most.
UPS Express Saver™ for delivery the next business day to the whole of Europe and fast, inexpensive delivery to North America, Asia and Africa.	<ul style="list-style-type: none"> • Delivery the next business day to almost all business centres in the European Union, Switzerland, Liechtenstein and Norway. • More than 85% of all enterprises in the USA and in the largest cities of Canada, before the end of the second business day. • In the whole of Asia before the end of the day within 2 or 3 business days. • Available, also, for shipments / deliveries within Greece. 	A cheaper alternative to UPS Express which provides for delivery with a money-back guarantee. This is a service which is available in more than 200 countries and geographic areas worldwide. UPS Express Saver is often referred to as UPS Saver.	Available for imports in almost all areas within Greece on the next business day from all geographic regions of Europe (within and outside the European Union) – includes Albania, Bosnia, Iceland, Croatia, Belarus, Moldavia, Ukraine, FYROM, Russia, Serbia & Montenegro and Turkey. Fast and inexpensive delivery worldwide.
UPS Standard™ for scheduled delivery to the whole of Europe. Guaranteed delivery Europe-wide within 1 to 5 business days. In order to calculate with ease the delivery times for UPS Standard, visit "Calculate Time and Cost" on UPS's website: <ul style="list-style-type: none"> • in Greece at www.ups.com. • Balance of speed and value for money. The UPS Standard service between two Member States of the European Union is limited to goods that may move freely within the European Union. For shipments outside the European Union, the UPS Standard service includes customs clearance, where necessary. Available for delivery of imports from Europe, when low cost and time schedules play a significant role.			
UPS Expedited™ for scheduled delivery outside of Europe	Guaranteed delivery to and from the largest commercial cities outside of Europe. In order to calculate with ease the delivery times for UPS Expedited, visit "Calculate Time and Cost" on UPS's website in Greece at www.ups.com .		

UPS reserves the right to change add or delete services at its own discretion.

3. Charges imposed for services provided

The cost of a dispatch or the cost of a delivery is set by UPS depending on the type of service, the destination zone, the weight and any other additional charges. For further details, please refer to the Tariff Guide which is attached as **Annex B**. In particular, please refer to pages 6-8 for the zones applicable and, as regards dispatch, page 10 on the charges applicable for the UPS Express Plus service, page 11 on UPS Express, page 12 on UPS Express Saver, page 13 on UPS Standard and page 14 on UPS Expedited while, for delivery, page 16 for the charges applicable on UPS Express, page 18 on UPS Express Saver, page 20 on UPS Standard and page 21 on UPS Expedited. For additional services and charges payable, please see pages 22-32.

The prices published in the Tariff Guide are valid as of 1 January 2007 until a new Tariff Guide is published which, in general, would be likely to occur on a yearly basis. UPS OF GREECE, INC reserves the right, at its own discretion, to change prices and/or surcharges.

4. Committee for the resolution of disputes (with the participation of the user's representative and the right of the interested user to be present)

If there is a dispute between a consumer and UPS OF GREECE, INC which cannot be resolved by any other means, upon the consumer's request, a Committee for the Resolution of Disputes will be convened. The Committee is composed of the following:

- The Sales Manager of UPS OF GREECE, INC who may be replaced by another employee, authorized by him/her, if the problem has arisen in another place other than Athens.
- The employee of UPS OF GREECE, INC who is responsible for the relevant dispute.
- A representative of the Consumers' Association.

The Committee will be convened within four (4) weeks after the consumer's request and the exact date and place of its meeting will be agreed upon between the parties.

The Committee assesses all the details of the dispute and renders a recommendation to the parties, which should resolve the issue. If the consumer and UPS OF GREECE, INC accept the recommendation, it will be binding.

The parties will receive minutes of the Committee for their records.

5. Details of postal items that are not accepted for delivery – Prohibitions

UPS OF GREECE, INC does not offer carriage of packages which do not comply with the restrictions in paragraphs (i) to (iv) below:

- Packages must not weigh more than 70 kilograms or exceed 270 centimeters in length or a total of 330 centimeters in length and girth combined.
- The value of any package may not exceed the Euro equivalent of USD 50,000. In addition, the value of any jewelry or watches, other than costume jewelry or costume watches, in a package must not exceed the Euro equivalent of USD 500.
- Packages must not contain any prohibited articles including articles of unusual value (such as works of art, antiques, precious stones, stamps, unique items, gold or silver), money or negotiable instruments (such as cheques, bills of exchange, bonds, savings books, pre-paid credit cards, share certificates or other securities), firearms and dangerous goods.
- Packages must not contain goods which might endanger human or animal life or any means of transportation, or which might otherwise taint or damage other goods being transported by UPS OF GREECE, INC, or the carriage, export or import of which is prohibited by applicable law.

For a list of further packages whose carriage is prohibited, please refer to pages 42 and 43 of the Tariff Guide in **Annex B**.

The shipper will be responsible for the accuracy and completeness of the particulars inserted in the waybill and for ensuring that all packages set out adequate contact details for the shipper and receiver of the package and that they are so packed, marked and labelled, their contents so described and classified and are accompanied by such documentation as may (in each case) be necessary to make them suitable for sale transportation and to comply with the requirements of the Tariff Guide and applicable law. Unless a different service level is clearly selected on the waybill or other applicable UPS OF GREECE, INC shipping documentation, shipments will be carried under the Express service (where available to the selected destination) and all applicable charges will be calculated accordingly.

The shipper declares that all packages presented for carriage have been prepared in secure premises, by him (in the case of an individual shipper) or by reliable staff employed by him and have been protected against unauthorised interference during their preparation, storage and transportation to UPS OF GREECE, INC.

Perishable and temperature sensitive goods will be transported provided that the shipper accepts that this is at its risk. UPS OF GREECE, INC does not provide special handling for such packages.

6. Procedure for dealing with undelivered postal items

If it comes to the attention of UPS OF GREECE, INC that any package does not meet any of the restrictions or conditions set out in Section 5 above of this Charter or that any COD (Collect on Delivery) amount stated on a COD waybill exceeds the limits specified in paragraph 8 of the Terms and Conditions in **Annex A**, UPS OF GREECE, INC may refuse to transport the relevant package (or any shipment of which it is a part) and, if carriage is in process, UPS OF GREECE, INC may suspend carriage and hold the package or shipment to the shipper's order.

UPS OF GREECE, INC may suspend carriage if it cannot effect delivery at the third attempt, if the receiver refuses to accept delivery, if it is unable to effect delivery because of an incorrect address (having used all reasonable means to find the correct address) or because the correct address is found to be in another country from that set out on the package or waybill or if it cannot collect amounts due from the receiver on delivery.

Where UPS OF GREECE, INC is entitled to suspend carriage of a package or shipment, it is also entitled to return it to the shipper at its own discretion.

The shipper will be responsible for the reasonable costs and expenses of UPS OF GREECE, INC (including storage), for such losses, taxes and customs duties as UPS OF GREECE, INC may suffer and for all claims made against UPS OF GREECE, INC because a package does not meet any of the restrictions, conditions or representations in the first paragraph under this heading or because of any refusal or suspension of carriage or return of a package or shipment by UPS OF GREECE, INC by paragraph of the Terms & Conditions. In the case of the return of a package or shipment, the shipper will also be responsible for paying return transport charges calculated in accordance with the prevailing commercial rates of UPS OF GREECE, INC.

UPS OF GREECE, INC will not meet any losses which the shipper may suffer arising out of UPS OF GREECE, INC carrying packages which do not meet the restrictions of conditions set out in the first paragraph above and, if UPS OF GREECE, INC does suspend carriage for a reason allowed by these Terms & Conditions, the shipper will not be entitled to any refund on the carriage charges it has paid.

If, having suspended carriage of a package or shipment, UPS OF GREECE, INC is unable within a reasonable time to obtain the shipper's instructions on disposition of the package or shipment, or to identify the shipper or any other person entitled to the goods (having if necessary opened the package), UPS OF GREECE, INC will be entitled to destroy or sell the package or shipment, at its absolute discretion. The proceeds of any such sale will first be applied to any charges, costs or expenses (including interest) outstanding in respect of the package or shipment or otherwise from the shipper concerned. Any balance will be held to the shipper's order.

In particular, please note the following:

Exception type	Domestic	Transborder	World-wide
Bad address type, No such street, No such person, No such number, Moved, Not in	Send Postcard / Letter to the consignee address and store into hold cage. If not answered after 5 working days return shipment to shipper.	Send Postcard / Letter to the consignee address and store into hold cage. If not answered after 5 working days return shipment to shipper.	Open Exceptions Resolutions Notification (ERN) and send Postcard / Letter to the consignee address and store into hold cage. If not answered after 10 working days forward shipment to Overgood department.
No money, Not in COD, Refused: COD, Didn't order, Duty / tax Damage single, Out of business or Deceased	Return shipment to shipper directly.	Return shipment to shipper directly.	Open ERN and store into hold cage. If not answered after 10 working days forward shipment to Overgood department.
Refused damage multiple	Suggest balanced delivery, if not accepted return to shipper directly.	Suggest balanced delivery, if not accepted return to shipper directly.	Suggest balanced delivery, if not accepted open ERN and store into hold cage. If not answered after 10 working days forward shipment to Overgood department.
Refused Freight collect	Return shipment to shipper directly.	Open ERN and store into hold cage. If not answered after 10 working days forward shipment to Overgood department.	Open ERN and store into hold cage. If not answered after 10 working days forward shipment to Overgood department.
Future delivery	Store into hold cage for maximum 10 days, after that period of time return shipment to shipper.	Store into hold cage for maximum 10 days, after that period of time return shipment to shipper.	If the planned delivery date does not match the restriction of 10 working day, open ERN and store into hold cage. If not answered after 10 working days forward shipment to Overgood department.

It is noted that, once a package is moved to Overgoods (in other words, it is abandoned) it is held there for eight (8) months and if resolution is not found, it is destroyed. As regards postal items that are kept back by customs authorities, then the shipper is informed of the additional expenses (customs fees, storage, etc.) and according to its directions UPS OF GREECE, INC may return the shipment to the place of origin, charging the shipper with the relevant freight cost.

7. Liability of UPS OF GREECE, INC – Compensation

Where the Warsaw or CMR Conventions or any national laws implementing or adopting these conventions apply (Convention Rules) or where (and to the extent that) other mandatory national law applies, the liability of UPS OF GREECE, INC is governed by and will be limited according to the applicable rules.

Where Convention Rules or other mandatory national laws do not apply, UPS OF GREECE, INC will only be liable for failure to act with reasonable care and skill and (save in the case of personal injury or death) limited to proven damages not exceeding the greater of either:

- (a) 85 Euro per shipment in the case of goods presented in Greece; or
- (b) 8.33 Special Drawing Rights ("SDRs") per kilo of the goods affected;

unless a higher value has been declared by the shipper. An SDR is a unit of account adopted by the International Monetary Fund and its current value is regularly published in major financial newspapers. As at the date of publication of this Charter 8.33 SDRs was equal to approximately 10 Euro.

If the claimant (or any person from whom he derives his right to claim) has caused or contributed to any loss, damage or delay to a shipment or package, any liability UPS OF GREECE, INC may incur (limited as above) may be reduced or extinguished in accordance with the law applicable to such contributory negligence.

Except as provided for in Section 8 below, the shipper may obtain the benefit of a greater limit of liability than UPS OF GREECE, INC provides above or than may be provided by Convention Rules or other mandatory national law. The shipper may do so by declaring a higher value on the waybill and paying an additional charge. If the shipper declares a higher value for carriage and pays the applicable charge, then the liability of UPS OF GREECE, INC will be limited to proven damages not exceeding the sum so declared. The value of the goods concerned will not in any event exceed the limits specified under section 5(ii).

Proven damages will be paid to the shipper within thirty (30) days after the final assessment of a claim and the payment will be effected by bank transfer.

8. Circumstances for which UPS OF GREECE, INC is not liable

If UPS OF GREECE, INC is unable to start or continue with carriage of the shipper's package for a reason beyond its control, UPS OF GREECE, INC will not be in breach of its agreement with the shipper but will take all steps that are reasonably practicable in the circumstances to commence or continue the carriage. Examples of events beyond the company's control are disruption to air or ground transportation due to bad weather, fire, flood, war, hostilities, civil disturbances, acts of government or other authorities (including, without limitation, customs) and labour disputes or obligations affecting UPS OF GREECE, INC or some other party.

As regards packages whose carriage is prohibited, as described in Section 5 above, the shipper will be responsible for the accuracy and completeness of the particulars inserted in the waybill and for ensuring that all packages set out adequate contact details for the shipper and receiver of the package and that they are so packed, marked and labelled, their contents so described and classified and are accompanied by such documentation as may (in each case) be necessary to make them suitable for sale transportation and to comply with the requirements of the Tariff Guide and applicable law. The shipper declares that all packages presented for carriage have been prepared in secure premises, by him (in the case of an individual shipper) or by reliable staff employed by him and have been protected against unauthorised interference during their preparation, storage and transportation to UPS OF GREECE, INC. Perishable and temperature sensitive goods will be transported provided that the shipper accepts that this is at its risk. UPS OF GREECE, INC does not provide special handling for such packages.

In relation to the COD service described in paragraph 8 of the Terms & Conditions attached in **Annex A**, the liability of UPS OF GREECE, INC in respect of the amount to be collected on the shipper's behalf will not exceed either the applicable maximum amount collectible under the Terms & Conditions or the COD amount indicated on the waybill, whichever is the lesser. Further, the COD amount will not in any event exceed the value of the goods at their destination plus applicable carriage charges. For the avoidance of doubt, a COD amount does not constitute declaration of a value for the purposes of the last paragraph in Section 7 above or otherwise and therefore will not affect the liability of UPS OF GREECE, INC for any loss, damage or delay to the goods themselves. UPS OF GREECE, INC does not accept any responsibility for any dishonest or fraudulent acts on behalf of the receiver including, but not limited to, presenting a fraudulent cheque or one which is later dishonoured, or for cheques incorrectly completed by the receiver.

Unless Convention Rules or other mandatory national laws require otherwise, UPS OF GREECE, INC does not accept responsibility for purely economic losses, such as the costs of any alternative means of transport, loss of profits, loss of business opportunities or loss of revenue resulting from loss of use, arising from any loss of or damage or delay to a shipment or package, whether or not a value has been declared in respect of the relevant shipment. UPS will not be liable for any damage to or loss of any packaging.

9. Customer service and persons with special needs

UPS OF GREECE, INC hours of business and service outside normal business hours are Monday to Friday 08:00-18:30 (Customer service and front desk) and Saturday 10:00-14:00 (Customer service only).

As regards the company's complaint procedure, complaints can be submitted through the following methods:

- (a) Written complaint mailed to any UPS OF GREECE, INC office in Greece. The deadline for issuing a reply is five (5) working days.
- (b) Written complaint submitted by e-mail through www.ups.com, www.ups-greece.com or directly to custsvgren@europe.ups.com. The deadline for issuing a reply is five (5) working days.
- (c) Verbal complaint over the telephone through personal contact. The deadline for issuing a reply is five (5) working days.
- (d) Corporate complaint i.e. a complaint addressed to the company's offices in the US (Atlanta). The deadline for issuing a reply is forty-eight (48) hours.

10. Exceptions

If UPS OF GREECE, INC is unable to start or continue with carriage of the shipper's package for a reason beyond its control, UPS OF GREECE, INC will not be in breach of its agreement with the shipper but will take all steps that are reasonably practicable in the circumstances to commence or continue the carriage.

Examples of events beyond the control of UPS OF GREECE, INC are disruption to air or ground transportation due to bad weather, fire, flood, war, hostilities, civil disturbances, acts of government or other authorities (including, without limitation, customs) and labour disputes or obligations affecting UPS OF GREECE, INC or some other party.