

UPS Terms and Conditions of Carriage

The Hungarian language version of the UPS Terms and Conditions of Carriage is the governing document. The English language translation is provided for convenience only.

1. Introduction

A. These terms and conditions (“terms”) set out the basis on which UPS will transport packages, documents and envelopes (“packages”). These terms are supplemented by the current applicable UPS Service and Tariff Guides (“the Guides”) and the Postal Addendum (as defined below). The Guides contain important details about the services of UPS which the shipper should read and which form part of the agreement between UPS and the shipper.

B. The term “UPS” will mean and the shipper’s contract will be with UPS Magyarország Kft. (registered seat: 154 Lőrinci street, Airport City Logistic Park, Building G, Vecsés, H-2220 Hungary) who may be contacted via the Customer Service and its registered seat, Tel +36 (1) 877 0000, Opening hours: Monday, Tuesday, Thursday and Friday: 8h00-18h00, Wednesday: 7h00-19h00, or www.ups.com. That company will also be the (first) carrier of the goods for the purposes of the Conventions referred to in paragraph C.

C. Where carriage by air involves an ultimate destination or stop outside the country of origin the Warsaw Convention may apply. The Warsaw Convention governs and in most cases limits the liability of carriers in respect of loss of or damage or delay to cargo. (For the purpose of these terms the phrase “the Warsaw Convention” means (i) the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw on 12th October 1929 or (ii) that Convention as amended or supplemented by any protocol or supplementary convention or (iii) the Montreal Convention 1999, whichever is applicable.) Notwithstanding any clause to the contrary, international carriage by road may be subject to the provisions of the Convention on the Contract for the International Carriage of Goods by Road signed at Geneva on 19th May 1956 (“the CMR Convention”).

D. A shipment may be carried via any intermediate stopping places that UPS deems appropriate. UPS may engage sub-contractors to perform services and contracts both on its own behalf and on behalf of its servants, agents and sub-contractors each of whom shall have the benefit of these terms.

E. In these terms, “Waybill” shall mean a single UPS waybill/consignment note or the entries recorded against the same date, address and service level on a pick-up record. All packages covered under a Waybill shall be considered a single shipment.

2. Scope of Service

Unless any special services are agreed, and subject to these terms, the service to be provided by UPS is limited to the pick up, transportation, customs clearance where applicable and delivery of the shipment. The shipper acknowledges that shipments will be consolidated with those of other shippers for transport and that UPS may not monitor the inbound and outbound movement of individual shipments at all handling centres. UPS is not a common carrier and reserves the right in its absolute discretion to refuse carriage to any package tendered to it for transportation. Certain of the services UPS offers in Hungary qualify as postal services that do not substitute universal postal service (“Postal Services”), namely those concerning “Postal Consignments”, as defined by Act CLIX. of 2012 on Postal Services (“Postal Act”). Special terms applying to Postal Services are contained in an addendum to these terms (the “Postal Addendum” or the “Addendum”), the Postal Act and the Government Decree No. 335/2012. (XII. 4.) (the “Decree”). In the respect of Postal Services, the Addendum, the Postal Act and the Decree shall be supplement to and applied and interpreted together with these terms to the fullest possible extent. Where a provision of the

Addendum/Postal Act/Decree deviates from a provision of these terms and no common application of both provisions is possible, the provision of the Addendum/Postal Act/Decree shall prevail. However, application of the Addendum, the Postal Act or the Decree is expressly excluded, either directly or for purposes of interpretation, for all services that do not fall into the scope of the Postal Act. For the avoidance of doubt, all the foregoing is without prejudice to the provisions of applicable international conventions (e.g those set out in paragraph 1.C above). The controlling authority for Postal Services: National Media and Communications Authority, Directorate of Budapest (address: H-1133 Budapest, Visegrádi utca 106; postal address: H-1376 Budapest, PO. Box 997; tel. +36 (1) 468 0500; fax +36 (1) 468 0680; e-mail: info@nmhh.hu).

3. Conditions of Carriage

This section sets out various restrictions and conditions, which apply to the carriage of packages by UPS. It also explains what the consequences are of the shipper presenting packages for carriage, which do not meet these requirements.

3.1 Service Restrictions and Conditions

Packages must comply with the restrictions in paragraphs (i) to (iv) below.

(i) Packages must not weigh more than 31.5 kilograms (or 70 lbs) or 70 kilograms (or 150 lbs) (depending on the country where the shipment is presented to UPS for carriage and the country of destination, as specified in the Guides) or exceed 274 centimetres in length or a total of 400 centimetres in length and girth combined.

(ii) The value of any package may not exceed the local currency equivalent of USD 50,000. In addition the value of any jewellery

and watches, other than costume jewellery or costume watches, in a package shall not exceed the local currency equivalent of USD500.

(iii) Packages must not contain any of the prohibited articles listed in the Guides including (but not limited to) 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.

(iv) 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, or the carriage, export or import of which is prohibited by applicable law.

The shipper shall 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 transportation and to comply with the requirements of the Guides and applicable law. Unless a different service level is clearly selected on the Waybill or other applicable UPS 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 guarantees that all packages presented for carriage under these terms comply with the restrictions in paragraphs (i) to (iv) above and have been prepared in secure premises, by him (in the case of an individual shipper) or by reliable staff employed by him or (where different) by the party tendering the shipment to UPS and have been protected against unauthorised interference during their preparation, storage and transportation to UPS. UPS relies on this guarantee in accepting any package for carriage hereunder.

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

3.3 Refusal and Suspension of Carriage

(i) If it comes to the attention of UPS that any package does not meet any of the above restrictions or conditions or that any COD amount stated on a COD Waybill exceeds the limits specified in paragraph

8, UPS may refuse to transport the relevant package (or any shipment of which it is a part) and, if carriage is in progress, UPS may suspend carriage and hold the package or shipment to the shipper's order.

(ii) UPS may also suspend carriage if it cannot effect delivery, 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.

(iii) Where UPS is entitled to suspend carriage of a package or shipment, it is also entitled to return it to the shipper at its own discretion.

3.4 The shipper must pay and indemnify UPS for any reasonable costs and expenses (including storage), incurred by UPS, any losses, taxes and customs duties UPS may incur and all claims made against UPS because (i) a shipment does not meet any of the restrictions, conditions or representations in paragraph 3.1 above, (ii) of any refusal or suspension of carriage or return of a shipment (or part thereof) by UPS which is allowed by this paragraph 3, or (iii) of a failure by the shipper to comply with these terms. In the case of the return of a shipment (or part thereof), the shipper will also be responsible for paying all applicable charges calculated in accordance with the prevailing commercial rates of UPS.

3.5 If the shipper tenders to UPS a package which fails to comply with any of the restrictions or conditions in paragraph 3.1 above without UPS' express written consent, UPS will not meet any loss howsoever arising which the shipper may suffer in connection with the carriage by UPS of such package (regardless of whether that failure to comply has caused or contributed to the loss and notwithstanding any negligence on the part of UPS or its employees, contractors or representatives) and, if UPS does suspend carriage for a reason allowed by these terms, the shipper shall not be entitled to any refund on the carriage charges it has paid. UPS may bring a claim in respect of such non-compliance.

3.6 If, having suspended carriage of a package or shipment in accordance with these provisions, UPS 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 shall be entitled to destroy or sell the package or shipment, at its absolute discretion. The

proceeds of any such sale shall 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 shall be held to the shipper's order.

3.7 Unless prohibited by law, UPS reserves the right, but is not obliged, to open and inspect or scan by means of x-ray any package tendered to it for transportation at any time.

4. Customs Clearance

When a package requires customs clearance, it is the shipper's obligation to provide, or to ensure that the receiver will provide, UPS with complete and accurate documentation for the purpose but UPS will unless instructed otherwise act on behalf of, at the expense and at the risk of the shipper or receiver

in obtaining customs clearance. Provided that, in the case of shipments whose points of despatch and destination are both within the same customs area, UPS only performs customs clearance if instructed to do so. The shipper also agrees that UPS may be considered as being the

receiver of the package or the shipment for the sole purpose of appointing a customs broker to carry out any customs clearance, in so far as allowed by law.

5. Payment

5.1 The rates for carriage and other services are set out in the Guides and unless paid before

shipment, all charges must be paid within 8 days of receipt of invoice or within such other period as the shipper may have agreed in writing with UPS. UPS may verify the actual and/or dimensional weight of packages and, if greater than the declared weight, invoice on such basis. Unless proved otherwise, an invoice shall be considered for this purpose to have been received three business days following the date of invoice.

5.2 If a) UPS is required to pay any taxes, duties or levies on behalf of the shipper, receiver or a third party, b) the selected billing option indicates that the receiver or a third party should pay any charges, or (c) any

taxes, duties, penalties, charges or expenses are imposed, rightly or wrongly by government authorities, or incurred

by UPS due to any circumstances, including any failure by the

shipper or the receiver to provide correct information and documentation or any permits or licences required in connection with carriage, the shipper shall be jointly and severally liable to UPS with the receiver and such third parties for such amounts. In each case where the selected billing option indicates payment is to be charged, at first, to the receiver or any third party, UPS will (without prejudice to the shipper's contractual liability for payment), first demand payment of the relevant amount from the receiver and/or the third party. If the amount in question is not immediately paid to UPS in full by any of the above parties, the amount will be payable by the shipper on first written demand. In any other cases, the shipper hereby undertakes to pay the mentioned amounts to UPS at first request. UPS shall not be obliged to separately file a claim against the receiver or any third party for payment. In case of doubt, the burden of proving that the amount has been paid lies on the shipper.

5.3 UPS will send you an invoice for services provided which stipulates a payment date. If payment is not received by that date, you will be charged a one-time late payment fee (fixed-rate recovery cost) according to Section 6:155(2) of the Hungarian Civil Code, should you qualify as an "enterprise" as defined in the Hungarian Civil Code. The late payment fee (fixed-rate recovery cost) is the HUF equivalent of 40 Euros, calculated on the basis of the official Euro exchange rate published by the National Bank of Hungary on the day on which late payment interest starts accruing. In addition, in cases of non-payment, UPS reserves the right to charge interest on the amount past the invoice due date. The rate is indicated on the invoice and is determined in light of applicable late payment interest rates.

5.4 If any sum is not paid by the shipper, receiver or some other party under these terms, UPS may hold any packages it is carrying until it receives payment in full or may sell such packages and use the proceeds to make good the debt to it in accordance with applicable local law. Any unpaid balance will remain payable.

5.5 UPS' rates for carriage set out in the Guide are calculated only for the carriage of packages which do not exceed in value the local currency

equivalent of USD 50,000 (or other applicable value, if lower). In the event that UPS becomes aware that it has carried a package which, without UPS' express written consent, exceeds this value, then, in addition to the otherwise applicable rates and charges and any other remedies under these terms, an additional carriage charge equivalent to 5% of the value of the package in excess of USD 50,000 is applicable.

6. Interruption of Service

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

7. Money Back Guarantee

Also taking into account the applicable provisions of mandatory local legislation, for certain services and destinations, UPS offers a money back guarantee on the shipping charges. Details of its applicability, terms and conditions and of the corresponding delivery and latest pick up time for the relevant service and destination are as set out in the Guides and on the UPS website (www.ups.com) each as current at the time the goods are accepted for carriage and can also be

confirmed by contacting the shipper's local UPS call centre. For the avoidance of doubt, the liability of UPS under the money back guarantee is limited to the above and the guarantee does not otherwise constitute any form of undertaking or representation that the shipment will arrive by any particular time.

8. Collect on Delivery (COD)

For certain destinations as advised by the local UPS call centre, UPS offers a COD service on payment of an additional charge as set out in the Guides. If the shipper makes use of this service, subject to the provisions set out below (including those relating to currency conversion) UPS will collect on behalf of the shipper the COD amount stated on the Waybill.

COD amounts must be specified on the Waybill in either EUR or, if different, the currency of the country of destination. Where any of the COD amounts specified on the Waybill, collected from the receiver and/or paid to the shipper are in different currencies from each other, the conversion(s) will be made at such exchange rate(s) as UPS may reasonably determine. UPS does not accept responsibility for any currency exchange risks.

8.1 Cash COD – Where UPS is instructed on the Waybill in accordance with applicable UPS guidelines to accept cash only, UPS will collect only cash, in the currency of the country of destination. Where cash is collected, the maximum amount collectible in that form on behalf of a shipper shall be the local currency equivalent of USD 5,000 per receiver per day.

Notwithstanding the previous rule, the amount collectible in cash on behalf of a shipper from receivers located in the following countries for COD shipments may not exceed the respective amounts per receiver per day: Belgium: EUR 3.000; Spain: EUR 2.499; Greece: EUR 500; Portugal: EUR 1.000; Italy: EUR 1.999,99; France: EUR 1.000; Romania: RON 10,000 for individuals, RON 5,000 for legal entities; Sweden: SEK 3.000, Poland: 15.000 PLN . If the shipper specifies a COD amount that exceeds these limits, UPS will automatically be entitled to accept cheques for the whole or any part of that amount.

Further limitations may apply in certain countries from time to time; details of such limitations will be set out either in the Guides or at the UPS Website (www.ups.com).

8.2 Cheque COD – If the Waybill does not clearly (and in accordance with applicable UPS guidelines) instruct UPS to accept only cash, UPS may accept payment either in cash (subject to the restrictions in section

8.1) or by any kind of cheque made out to the shipper that is recognized in the country of destination of the shipment. Where UPS accepts cheques the maximum amount collectible in any form shall not exceed the equivalent of 50.000 USD per package (or other applicable value, if lower). Where UPS is permitted to accept a cheque, it may collect a cheque denominated in either EUR or, if different, the local currency of the country of destination.

8.3 Payment of Collected COD Amounts – Where UPS collects cash, UPS will pay to the shipper an equivalent amount in the local currency of the country where the shipment was presented to UPS for transportation. UPS may make such payments of COD amounts by either wire transfer to any bank account notified to UPS by the shipper or issuing a cheque in favour of the shipper.

Any cheques in favour of the shipper, issued either by UPS as set out above or by the receiver and collected by UPS pursuant to Section 8.2, may either be forwarded to the shipper by regular mail at the shipper's risk or handed over to the shipper or to any other person appearing to have authority to accept the cheque on the shipper's behalf.

8.4 In the event of non-receipt by the shipper of COD amounts, the shipper must notify UPS in writing within 45 days of the date of delivery of the package concerned.

8.5 The shipper will indemnify UPS for all losses, expenses or any claims made against UPS by the receiver or a third party, arising where UPS does not deliver a package because the receiver does not pay the COD amount in the appropriate form or refuses to accept the package. The liability of UPS in respect of the amount to be collected shall not exceed either the applicable maximum amount collectible under these terms or the COD amount indicated on the Waybill, whichever is the lesser. Further, the COD amount shall 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 purpose of paragraph 9.4 or otherwise and therefore shall not affect the liability of UPS for any loss, damage

or delay to the goods themselves.

UPS 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.

9. Liability

9.1 Where the Warsaw or CMR Conventions or any national laws implementing or adopting these conventions apply (for convenience referred to as Convention Rules) or where (and to the extent that) other mandatory national law applies, the liability of UPS is governed by and will be limited according to the applicable rules. UPS complies with the Postal Act liability provisions in respect of its Postal Services.

9.2 Where Convention Rules or other mandatory national laws do not apply, UPS will only be liable for failure to act with reasonable care and skill and its liability shall be exclusively governed by these terms and (save in the case of personal injury or death) limited to proven damages of HUF 19914 per shipment, unless a higher value has been declared by the shipper under paragraph 9.4 below.

9.3 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 may incur in respect thereof (limited as above) may be reduced or extinguished in accordance with the law applicable to such contributory negligence.

9.4 Subject to the provisions of paragraph 9.5, the shipper may obtain the benefit of a greater limit of liability than UPS provides under paragraph

9.2 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 as stated in the Guides. If the shipper declares a higher value for carriage and pays the applicable charge, then UPS's liability shall be limited to proven damages not exceeding the sum so declared. The value of the goods concerned shall not in any event exceed the limits specified in paragraph 3.1(ii).

9.5 Save where mandatory provisions of the applicable laws require otherwise, UPS does not accept responsibility for lost profits (lucrum cessans) and indirect or consequential damages such as but not limited to purely economic losses, loss of business opportunities or loss of sales or loss of goodwill.

UPS shall not be liable for any damage to or loss of any packaging.

10. Delivery

UPS may deliver a shipment to the receiver or to any other person appearing to have authority to accept delivery of the shipment on the receiver's behalf (such as persons at the same premises as the receiver). If no such person is available, the package may be left in the receiver's letterbox, if suitable, or delivered to a neighbour, unless the shipper has excluded such delivery options by using the applicable additional service. The receiver shall be informed of any alternate delivery arrangements (or redirection to a UPS Access Point®) by note left at their premises.

Notwithstanding the previous paragraph, and unless otherwise agreed with the shipper, UPS may apply any alternative delivery methods chosen by the receiver in accordance with the UPS My Choice Service Terms or any other agreement between UPS and the receiver. Such alternative delivery methods include, without limitation, redirecting delivery of a package to an alternate address (including a UPS Access Point), authorizing the driver to leave a package at the receiver's premises, modifying a service selected by the shipper or, rescheduling delivery. The shipper also agrees the receiver may receive delivery information regarding a package. The shipper expressly waives any claim it may have against UPS arising from UPS following any

such instructions provided by the receiver.

UPS may use an electronic device to obtain proof of delivery and the shipper agrees that it will not object to UPS relying on a printed copy of this as evidence merely on the grounds that the information concerned is obtained and stored in electronic form. Save where Convention Rules or other mandatory national laws require otherwise, UPS accepts no responsibility in any circumstances to suspend carriage, redirect delivery (whether to a different receiver or address from that named on the Waybill) or return a package to its shipper and, in the event that it should attempt but fail to do so, shall have no liability for any losses thereby occasioned.

11. Data Protection

11.1 UPS has the right to process data provided by the shipper or receiver in connection with carriage by UPS, to transfer such data to other group companies and contractors of UPS, including in other countries which may not have the same level of data protection as the country where the shipment is presented to UPS, and to have it processed there if and to the extent the transfer and processing of the data in such countries is required for performing the agreed shipment services.

The shipper warrants that it (i) has obtained personal data the shipper provided to UPS for the shipment lawfully, (ii) is authorized to provide such data to UPS, including if and to the extent the transfer and processing of the data in such countries is required for performing the agreed shipment services, and (iii) has obtained informed and specific consent from such receiver that UPS may send e-mail and other notifications related to the agreed shipment services to the receiver.

UPS uses the shipper's personal data provided by the shipper in accordance with the UPS Privacy Notice published on UPS's web site at <http://www.ups.com/content/hu/en/resources/ship/terms/privacy.html>.

11.2 Furthermore, the shipper warrants that he has duly informed the receiver that UPS may use the receiver's personal data in accordance with the above linked UPS Privacy Notice in effect at the time of shipping with regard to uses other than those specified in subsection 11.1 above.

12. Claims Procedure – Prescription

All claims against UPS must be notified in writing as soon as reasonably practicable and in any event within 14 days of receipt in the case of damage (including partial loss of a shipment) and in the case of loss within 60 days of the goods being consigned with UPS for carriage. In addition, all claims against UPS in connection with any shipment shall be prescribed and barred by expiration of time, unless legal proceedings are brought and written notice of them is given to it within eight months after delivery of the goods concerned or, in the case of non-delivery, within eight months from the scheduled date for delivery. This term shall not affect any rights the shipper may have under Convention Rules or other mandatory national laws.

13. Entire Agreement & Severability

It is the intention of UPS that all the terms of the contract between it and the shipper are contained in this document, in the Guides and (if applicable) in the Postal Addendum. If the shipper wishes to rely on any variation to these terms, it must ensure that that is recorded in writing and signed by the shipper and on behalf of UPS before the shipment is accepted for carriage by UPS. If any part of these terms are not enforceable, this will not affect the enforceability of any other part.

14. Governing Law

These terms shall be governed by the laws of the country where the shipment is presented to UPS for carriage.

ADDENDUM TO THE UPS TERMS AND CONDITIONS OF CARRIAGE

1. Introduction

1.1. Pursuant to the Act CLIX of 2012 on Postal Services (the “**Postal Act**”), those Services of UPS comprising, together or partially, the pick-up, collecting, processing, transport and/or delivery of Postal Consignments (as defined below), shall be regarded as postal services that do not substitute universal postal service (“**Postal Services**”).

This Addendum shall supplement the UPS Terms and Conditions of Carriage (the “**Terms**”) and the Guides (as defined in the Terms) in the respect of Postal Services, to the extent the Postal Act is applicable to such Postal Services.

1.2. Definitions:

“**Ad Hoc Receiver**” shall have the meaning ascribed to such term in sections 7.3.3 and 7.4.3.

“**Authorized Receiver**” shall have the meaning ascribed to such term in section 7.5.

“**Entitled Receiver**”: means any and all (as required by the context) of (i) Ad Hoc Receiver, (ii) Substitute Receiver, (iii) Authorized Receiver and (iv) Indirect Receiver.

“**Executive**”: shall have the meaning ascribed to such term in section 7.3.2(i). “**Indirect Receiver**” shall have the meaning ascribed to such term in sections 7.6.2 and 7.6.3.

“**Postal Consignment**” (in Hungarian: *postai küldemény*) or “**Consignment**” means a shipment not exceeding 40 kg of weight, that complies the definition provided in section 2.35 of the Postal Act. The size and weight limits allowed for Postal Consignments are identical to the general size and weight limits contained in the Terms and the Guides. For the avoidance of doubt, shipments exceeding 40 kg of weight are not considered as Postal Consignments, therefore these shipments do not fall into the scope of this Addendum.

“**Substitute Receiver**” shall have the meaning ascribed to such term in section 7.4.2.

Capitalized terms used and not defined herein shall have the meaning ascribed to them in the Terms.

2. Refusal of Service

2.1. UPS shall refuse to enter into an agreement, if:

- (a) performance of the agreement contravenes laws/regulations;
- (b) the content of the Postal Consignment is obviously harmful or dangerous to life, health, physical integrity or human environment;
- (c) a Consignment transportable under conditions provided by the Terms, the Guides or laws/regulations fails to comply with provisions relating to such Consignments; or
- (d) the packaging of the Postal Consignment fails to comply with the Terms and the Guides. Guidelines for packaging are available at the website of UPS at the following address: <http://www.ups.com/content/hu/hu/resources/ship/packaging>

2.2. Should any of the reasons mentioned above come to the attention of UPS after entering into the agreement, UPS shall refuse to perform (or continue to perform) the service, and notify this to the shipper. Additional costs arising from the return of the Postal Consignment to the shipper or delivery thereof at another place, and from authority actions, shall be borne by the shipper.

3. Provisions relating to the Address

The Shipper shall indicate the name, address, postal code (and if necessary, the contact person) of the addressee and all information relating to the address. A post office box is not suitable as an address.

4. Quality of the Service

UPS undertakes to deliver the Postal Consignment picked-up from the shipper under the terms according to the selected service, with a possibility of tracking the Consignment.

5. Methods of Payment of the Service Fee

The service fee may be paid in cash to the driver or by wire transfer,

6. Import Prohibitions and Restrictions

UPS hereby draws the shipper's attention to the possibility that in case of Postal Consignment addressed to a foreign country, import prohibitions and restrictions may arise in connection with the content of such Consignment in the country of destination and in the countries where the Consignment is handled. Please see www.ups.com for further information.

Regarding the specific import prohibitions and restrictions arising in respect of a certain Consignment, UPS Customer Service will provide information via telephone (phone numbers indicated in section 2.B of the Terms) even before the dispatch of the Consignment.

7. Delivery

7.1. UPS shall deliver the Postal Consignment by personal handover to the addressee or another Entitled Receiver. UPS shall deliver the Consignment at the address indicated upon dispatch, unless the shipper or the addressee indicates a modified address (if there is such an option in respect of the given Consignment). The receiver shall be informed of any alternate delivery arrangements by note left at their premises.

7.2. The addressee shall ensure easy and safe access for UPS to the place of destination.

7.3. Delivery to an Organization

7.3.1. Postal Consignments addressed to an organization may only be delivered in person if the organization ensures the availability of its representative at the place of address. The representative shall be regarded as entitled to receive Postal Consignments addressed to the organization.

7.3.2. For the purpose of the forgoing section 7.3.1, the following persons shall be regarded as representatives of an addressee organization:

(i) executive officer (in Hungarian: *vezető tisztségviselő*), manager (in Hungarian: *cégvezető*), employee in executive position (in Hungarian: *vezető állású munkavállaló*) or any other person entitled to sign for or generally represent the company (any and all of the persons set out in this subparagraph (i) are referred to as: "**Executive**");

(ii) agent for service of process (in Hungarian: *kézbizítási megbízott*), curator for service of process (in Hungarian: *kézbizítási ügygondnok*), liquidation officer (in Hungarian: *felszámoló*); winding-up administrator (in Hungarian: *végelszámoló*);

(iii) in case of delivery in the organization's premises open to customers, an employee or a member of the organization;

(iv) if the organization operates a reception or a posting room, the natural person employed at such posting room or reception.

7.3.3. UPS may regard employees of the organization that do not qualify as representatives listed above, as entitled to receive Postal Consignments, as an "**Ad Hoc Receiver**".

7.4. Delivery to a Natural Person

7.4.1. If the natural person addressee is not at the place of address when the delivery is attempted, the Postal Consignment shall be delivered to an Authorized Receiver who is at the place of address.

7.4.2. If neither the addressee nor the Authorized Receiver is at the place of address when the delivery is attempted, the Postal Consignment may be delivered to a Substitute Receiver who is at the place of address. "**Substitute Receiver**" shall mean: (i) the addressee's relative (under Act V of 2013 on the "**Hungarian Civil Code**") older than 14 years of age; (ii) the lessor of the property or the accommodation provider (if natural person).

7.4.3. If at the time of the attempted delivery of a postal package, neither the addressee, nor an Authorized Receiver nor a Substitute Receiver is at the place of address, UPS may regard a next-door neighbor as entitled to receive the consignment, as an “**Ad Hoc Receiver**”, if the shipper specifically so provided and the addressee also consented to such a way of delivery. UPS shall place a notice for the addressee of the delivery to the next-door neighbor. No damaged postal package may be delivered to the next-door neighbor.

7.5. Authorization to Receive Postal Consignments

7.5.1. The addressee may issue an authorization to another person or organization to receive the Postal Consignment (“**Authorized Receiver**”). On behalf of an organization as an addressee, such an authorization may be issued by a person that is entitled by a legal/regulatory provision to represent such addressee, except those specified in subparagraphs (iii) or (iv) of section 7.3.2 hereof. The scope of the authorization may include all Postal Consignments or specifically identified Consignments.

7.5.2. The authorization may be issued in the form of: (i) a public deed; (ii) in writing, in front of UPS’ representative authorized for such purpose; or (iii) a private document with full probative force under Section 196 of Code of Civil Procedure, which means that, alternatively:

- (a) the document was handwritten (not typed) and signed by the issuer;
- (b) the document is signed by two witnesses to verify that the document was signed by the issuer in front of them, or the issuer declared the signature in front of them to be his/her own; the document must indicate the witnesses’ place of residence (address) as well;
- (c) the issuer’s signature or initial has been certified on the document by a court or notary public;
- (d) the document was issued by an business organization for business purposes and duly signed by the authorized signatory;
- (e) an attorney-at-law (legal counsel) countersigned the document; or
- (f) the electronic document is executed by the issuer’s certified electronic signature.

An authorization to receive a Consignment with a declared value shall *not* be issued according to subparagraphs (a) (b) or (f) above.

7.5.3. An authorization issued by a person residing in a health care or social facility shall be certified by the signature and stamp of the Executive of such facility or his/her agent. An authorization issued by a person being under the effect of a penalty or a coercive measure precluding personal liberty shall be certified by the signature and stamp of the Executive of the penitentiary facility or his/her agent.

In such cases, section 7.5.2 above shall not apply.

7.5.4. The authorization shall contain at least:

- (i) with respect to both the addressee and the Authorized Receiver: full name, full name at birth, place and date of birth, mother’s name at birth, type and number of the identity document (in case of natural persons), or name, registered office, registration number, registering institution (in case of organizations);
- (ii) the address to which the authorization relates;
- (iii) the place and date of issuance;
- (iv) signature of the issuer and other required formalities;

7.5.5. if the authorization is for the receipt of a specified Consignment, the identification number of such Consignment. If the authorization is terminated, it shall be immediately notified to UPS by the issuer or (if the issuer is deceased, terminated without a legal successor or permanently hindered) by the authorized person. UPS shall not be liable for any damage arising from the failure to make such notification.

7.6. Delivery to an Indirect Receiver

7.6.1. UPS may also deliver the Consignment to an Indirect Receiver at the place of address. A Consignment handed over to an Indirect Receiver shall be regarded as delivered.

7.6.2. In case of office buildings, shopping malls, industrial parks, factories or other similar buildings that are used by various addressees or not operated by the user, if UPS' access to the addressee within the property is in any way hindered or unsafe, or the addressee's place of availability is not identified, the organization that operates such property shall act as "**Indirect Receiver**".

7.6.3. If the addressee's place of domicile, residence or work, indicated in the address, is the Hungarian Defense Forces, the Military Intelligence Service, gendarmerie body, penitentiary or reformatory facility, health care or social service facility, hotel, holiday resort, youth hostel or laborers' accommodation, then such organizations shall act as "**Indirect Receiver**".

7.6.4. The Indirect Receiver may refuse to take over the Consignment if the addressee has a payment obligation in connection with the Consignment.

7.6.5. A Consignment shall not be delivered to an Indirect Receiver if:

(a) the Consignment is damaged;

(b) the Consignment bears a customs fee;

(c) its delivery to an Indirect Receiver is prohibited by law or by a specific declaration of the shipper.

7.6.6. If the Indirect Receiver refuses to take over the Consignment or the Consignment cannot be delivered to an Indirect Receiver, UPS shall leave a notice to the addressee with the Indirect Receiver.

7.6.7. Detailed obligations of an Indirect Receiver are contained in the Postal Act and the Decree.

7.7. Proof of Identity and Title to Receive

7.7.1. The addressee or the Entitled Receiver shall supply to UPS proof of identity and title to receive the Postal Consignment before the delivery is certified.

7.7.2. Upon delivery at the place of address (except delivery to an Indirect Receiver), the title to receive the Consignment shall be deemed verified

by an oral declaration regarding such title. If such title is doubtful

on the basis of the oral declaration, UPS may ask for further proof of the title. The person appointed by the Indirect Receiver organization must prove his/her title to receive the Consignment by a written certificate issued in his/her favor by an Executive of the Indirect Receiver organization.

7.7.3. Upon delivery at the place of address, UPS is not obliged to record the type, alphabetic sign/number of the identity document of the receiver whose title to receive the Consignment has been verified (except delivery to an Ad Hoc Receiver). In case of an Authorized Receiver, only those official certificates shall be acceptable which feature at least one detail (in addition to the name) suitable for identification that is also contained in the authorization.

7.7.4. Upon delivery at the place of address, UPS shall record on the delivery document (or substitute electronic device): (i)

the title of the receipt (except when the Consignment is delivered to the addressee); and

(ii) the signature of the receiver shall also be necessary. If the holder of the identity document objects to the recording of such data, UPS shall record the objection on the delivery document (or substitute electronic device) as a reason for unsuccessful delivery, and return the Postal Consignment to the shipper.

7.8. Miscellaneous Rules of Delivery

7.8.1. Delivery to an addressee or another Entitled Receiver who cannot write, does not know the Latin alphabet or

otherwise hindered in writing shall be made in the presence of a witness older than 18 years of age who can write.

7.8.2. Consignments addressed to a legally incapacitated natural person shall be delivered to the statutory representative. If the addressee is legally incapacitated because of his age, the statutory representative may receive the Consignment as an addressee. Consignments addressed to a natural person under conservatorship precluding legal capacity shall be delivered to the conservator. The conservator shall prove such title with a final and non-appealable court or authority resolution.

7.8.3. Notices containing information regarding the delivery of a Postal Consignment, related to the addressee or other Entitled Receiver, must be accepted by UPS if, at least:

- (i) such notice is given personally in writing, in Hungarian language; and
- (ii) the person giving such notice proves the verity of the notice with a document, and submits the original copy thereof, or shows the original copy and submits a duplicate thereof, or in the absence of such document, the person giving the notice declares on the same notice that its content is true; and
- (iii) the notice contains the full name, full name at birth, place and date of birth of the person giving such notice, furthermore his/her mother's name at birth.

7.9 Delivery Abroad

The rules of delivery stated in sections 7 and 8 of this Addendum are not applicable to Postal Consignments dispatched in Hungary and to be delivered abroad, if the laws of the country of delivery are applicable for the delivery of such Postal Consignment. In such case, delivery will be made in accordance with the laws of such country, and, insofar as allowed by such laws, in accordance with section 10 of this Terms and Conditions of Carriage.

8. Undeliverable Consignment. Return of Consignment of the Shipper

8.1. UPS shall not be obliged to deliver the Postal Consignment if the shipper or, in case of COD service, the addressee or the entitled receiver did not pay the service fee.

8.2. A Postal Consignment that may not be delivered to the addressee (or another Entitled Receiver) for reasons external to UPS shall be considered as undeliverable. Such reasons are:

- (i) the address or other details of destination are not suitable, or the address does not exist or it does not identify the place of the destination, or it is not unequivocal (to be signaled as: address not identifiable);
- (ii) the addressee is unknown or not unequivocally identifiable at the address (to be signaled as: addressee unknown);
- (iii) the addressee, the Authorized Receiver or the representative of the addressee organization (see section 7.3.2 (i) to (iv)) unequivocally refuses to receive the Postal Consignment (to be signaled as: receipt refused) (except if an Entitled Receiver other than the addressee or the Authorized Receiver refuses to receive the Consignment, to pay the fee due on delivery, to supply proof of identity and title to receive the Consignment, or to sign the delivery document or return receipt, or objects to the recording of required data upon delivery; in these cases UPS shall leave a notice for the addressee);
- (iv) the addressee moved away from the address (to be signaled as: moved away);
- (v) delivery in person or leaving a notice is not possible (to be signaled as: delivery impeded);
- (vi) on the basis of a notice under section 7.8.3 the natural person deceased or the organization was terminated (to be signaled as: notified: deceased/terminated).

If a Postal Consignment is undeliverable, UPS shall signal the reason on the delivery document (or substitute electronic device) and on the Postal Consignment or its accompanying document (e.g. waybill).

8.3. If the shipper or, in case of COD service, the addressee or the Entitled Receiver did not pay the service fee, or the Postal Consignment is undeliverable, it shall be returned to the shipper, subject to reimbursement by the shipper of the costs of such return.

8.4. If the shipper does not reimburse the costs of return, or the return is otherwise impossible for reasons external to UPS, UPS shall safeguard the Postal Consignment. Provisions of the Hungarian Civil Code regarding possession without a legal basis shall apply to UPS' legal status, subject to the difference that UPS may:

(a) except in the cases (b) and (c) below, destroy the Postal Consignment after safeguarding it for 3 months after dispatch;

(b) open a postal package (as defined in the Postal Act) after safeguarding it for 3 months after dispatch;

(c) immediately open a Postal Consignment if safeguarding it for 3 months after dispatch may not be expected due to the probably dangerous or perishable content.

After opening the Postal Consignment, UPS shall sell it if it contains goods of commercial value. In other cases, UPS shall destroy the content of the Consignment. UPS shall open, sell or destroy the Consignment in the presence of a committee of two persons (to be appointed out of the employees, shareholders, agents or postal contractors UPS), and simultaneously record minutes thereof. Such minutes will be safeguarded for 1 year after the date of dispatch. UPS will use the proceeds of such sale to reduce the costs incurred in general in connection with safeguarding Postal Consignments, or keep the proceeds available for this purpose.

9. Liability

9.1. WHERE THE WARSAW/MONTREAL OR CMR CONVENTIONS OR ANY NATIONAL LAWS IMPLEMENTING OR ADOPTING THESE CONVENTIONS APPLY (FOR CONVENIENCE REFERRED TO AS CONVENTION RULES) THE LIABILITY OF UPS IS GOVERNED BY AND WILL BE LIMITED ACCORDING TO THE CONVENTION RULES, WHICH MAY DIFFER FROM AND PREVAIL OVER THE PROVISIONS OF THIS SECTION 9 AND THE POSTAL ACT. WHERE THE CONVENTION RULES DO NOT APPLY, THE LIABILITY OF UPS IS GOVERNED BY THE PROVISIONS OF THIS SECTION 9 AND THE POSTAL ACT.

9.2. Liability of UPS for Destruction, Loss or Damage

9.2.1. If the Postal Consignment is destroyed, lost completely or partially, or damaged, UPS shall be liable for the damage arising therefrom during the period from pick-up of the Postal Consignment until its delivery or return to the shipper, except if such damage is caused by:

(a) an unavertable reason falling outside UPS' scope of operation;

(b) an internal characteristic of the Postal Consignment or a deficiency of the packaging that may not be noticed from outside; and/or

(c) another Postal Consignment.

9.2.2. UPS shall prove the deficiency of the packaging, and that the damage was caused by unavertable reason falling outside its scope of operation, or – despite UPS' conduct being in accordance with the agreement – by a Postal Consignment of a third party.

9.2.3. The shipper shall prove that the damage was not caused by an internal characteristic of the Postal Consignment or a deficiency of the packaging.

9.2.4. UPS shall not be liable if only the external packaging of the Postal Consignment is damaged.

9.2.5. UPS shall not be liable if the content of the Postal Consignment is excluded from Postal Service, or if it is

transportable under conditions and the shipper failed to comply with requirements relating to such transport under conditions.

9.2.6. If the Postal Consignment is destroyed, lost completely or partially, or damaged, UPS shall pay lump-sum compensation. If the Consignment is:

(a) destroyed or completely lost, the payable lump-sum compensation shall be equal to fifteen times the payable service fee;

(b) partially lost or damaged, the ratio of the payable lump-sum compensation per the full amount of lump-sum compensation as specified in subparagraph

(a) shall be equal to the ratio of the amount of sustained damage per the full amount of the Postal Consignment.

In the aforementioned case, UPS shall also repay the fee paid for the Postal Service.

9.2.7. If, in domestic transport, the

Postal Consignment is not delivered – or delivery is not attempted – within fifteen days after dispatch, unless the agreement of UPS and the shipper provides otherwise, the Consignment shall be regarded as lost until the contrary is proven, and provisions relating to the loss of Consignment shall apply to the compensation. If such Consignment is found, it shall be delivered. In this case,

(i) the lump-sum compensation not yet paid and the service fee not yet repaid shall not be paid by UPS; (ii) however, the lump-sum compensation already paid and the service fee already repaid shall not be repaid to UPS even in case of delivery.

9.2.8. If UPS erroneously delivers the Postal Consignment to a person not entitled to it, and due delivery to the entitled person within 30 days after detecting the erroneous delivery is impossible, provisions for loss of the Consignment shall apply to the compensation of the damage arising therefrom.

9.2.9. If a Postal Consignment for which

a value is declared by the shipper as per section 9.4 of the Terms is destroyed, completely or partially lost, or damaged, UPS shall pay lump-sum compensation. In case the Consignment is:

(a) destroyed or completely lost, the payable lump-sum compensation shall be equal to declared value;

(b) partially lost or damaged, the ratio of the payable lump-sum compensation per the declared value shall be equal to the ratio of the arisen damage per the full amount of the Postal Consignment.

If the value declared by the shipper:

(a) exceeds the actual commercial value of the content of the Postal Consignment, then, instead of the declared value, the actual commercial value;

(b) is lower than the actual commercial value of the content of the Postal Consignment, then the declared value

shall be regarded in calculating the amount of lump-sum compensation.

9.3. Liability of UPS for Delayed Delivery

9.3.1. In case of delayed delivery of or

delayed attempt to deliver a Postal Consignment, UPS shall be liable to pay lump-sum compensation equal to twice the payable service fee. UPS shall not be liable for delayed delivery of or delayed attempt to deliver a Postal Consignment, if:

(a) the delay was caused by an unavertable reason falling outside UPS' scope of operation;

(b) delivery within the deadline was unsuccessful because the addressee or another Entitled Receiver was not available at the place indicated in the address;

(c) UPS is otherwise exempted from liability for delayed performance under the Hungarian Civil Code;

(d) the service is not time-guaranteed.

9.3.2. In case a Postal Consignment is destroyed or completely lost, no damages claim for delayed delivery shall be raised.

9.3.3. If the liability of UPS, in performance of the agreement, arises on various grounds, then the amount of compensation payable by UPS shall be up to the highest of the lump-sum compensation amounts specified in sections 9.2.6, 9.2.9 and 9.3.1.

9.4. Claims Procedure

9.4.1. Compensation may be claimed by the shipper, except in the following cases:

(i) the addressee shall be entitled to claim compensation if

(a) the Postal Consignment was delivered to the addressee or another Entitled Receiver; or

(b) the shipper assigned the compensation claim to the addressee in writing; or

(c) the addressee makes available to UPS the legally required confirmation of a distance consumer contract, issued by the enterprise to the addressee as consumer, containing the full amount of consideration paid in connection with the sale of the product, and there is no additional fee, in connection with the Postal Consignment, to be paid by the addressee upon delivery;

(ii) a third party (other than the shipper or the addressee) shall be entitled to claim compensation if the person entitled to compensation assigned the related claim to such third party in writing.

Neither the addressee nor the aforementioned third party shall be entitled to claim a higher amount of compensation than the shipper.

9.4.2. Partial loss of or damage to the Postal Consignment (if that is noticeable) must be immediately indicated on the delivery document upon delivery (or return to the shipper). Failure to do so shall result in a loss of right. In the absence of a delivery document, or if the partial loss or damage is not immediately noticeable upon delivery (or return to the shipper), the notice shall be made in writing, or on the phone via the Customer Service, within 3 working days after delivery. Failure to observe this deadline shall result in a loss of right.

9.4.3. Compensation claims for delayed delivery shall be reported in writing, or on the phone via the Customer Service, within 15 working days after receipt of the Postal Consignment. Failure to observe this deadline shall result in a loss of right.

9.4.4. Compensation claims for the complete loss or destruction of the Postal Consignment shall be reported in writing, or on the phone via the Customer Service, within the deadline of 6 months beginning 15 days after dispatch. Failure to observe this deadline shall result in a loss of right. Nevertheless, if the complete loss or destruction comes to UPS' attention in handling a complaint, and upon receipt of UPS' answer to the complaint (establishing the fact of complete loss or destruction) less than 30 days are left of the aforementioned deadline, then such deadline shall be extended by 30 days after receipt of UPS' answer.

9.4.5. UPS shall answer in writing to the report/compensation claim within 30 days. In the answer, UPS shall:

(a) inform the entitled person of further conditions and procedure necessary for evaluating the basis of the report/claim;

(b) establish that the report/claim is well-founded, and in the latter case, inform the entitled person of the expected date of compensation payment; or

(c) if it contests the legal basis or the amount of the compensation claim, inform the claimant of the legal/contractual provisions relating to compensation and claims procedure, and (if applicable) of the possibility of initiating a procedure at the reconciliation body under Act CLV of 1997 on Consumer Protection.

9.4.6. If the report/claim was made

within the respective deadline mentioned above, and UPS contested the claim or did not pay the compensation within 60 days after receipt of the information mentioned in subparagraph 9.4.5(b), the compensation claim may be brought before court within 1 year after dispatch of the Postal Consignment. Failure to observe this deadline shall result in a loss of right. The period of the procedure at the reconciliation body mentioned above shall be excluded from such 1-year deadline.

9.5. Miscellaneous Rules of Liability

9.5.1. UPS shall not be liable for delayed or failed delivery if that is caused by failure by the addressee to ensure safe access for UPS to the destination.

9.5.2. Unless UPS and the shipper or the addressee agrees otherwise, the provisions of the Hungarian Civil Code shall apply to UPS' liability for compensation of damages arising from Postal Services, other than those arising from the destruction, complete or partial loss of, damage to or delayed delivery of the Postal Consignment. Nevertheless, UPS shall compensate the shipper or, in the case under subparagraph 9.4.1(i), the addressee, for pecuniary damage except the loss of profit. Claims arisen shall prescribe in 6 months. UPS shall not be obliged to pay exemplary compensation for wrongdoing (Hungarian Civil Code section 2:52) or compensation of damage arising from infringement of personality rights (Hungarian Civil Code 2:53); and no sanction, independent of attributability, for infringement of personality rights (Hungarian Civil Code 2:51) may be applied.

9.5.3. The general provisions of the Hungarian Civil Code shall apply to compensation by the shipper of damages suffered by UPS or a third party.

10. Handling of Complaints

10.1. A complaint shall mean a report in which the user alleges that the service rendered by UPS does not fully comply with laws/regulations or the Terms, Guides or this Addendum.

10.2. A complaint in connection with a Postal Consignment may be made within 6 months after dispatch, or in case of an objectionable activity, within 30 days of having knowledge thereof but no later than 6 months after execution of such activity. Failure to observe the foregoing deadlines shall result in a loss of right.

10.3. A complaint may be submitted orally, in writing or via the Internet. The contact details and the opening hours of the Customer Service are specified in the Terms. It is possible to make prior reservations for personal service at the address of the central Customer Service (specified in the Terms) via telephone and email. For the purposes of this section 10, a complaint, notice or other communication shall be deemed written if made by correspondence conveyed in a letter, by telegraph, telex and fax, or through any other means which enables the addressee to store the information for a period of time adequate for the purposes of the information and is suitable for the unchanged reproduction of such information.

10.4. Complaints that are submitted orally will be examined immediately, and remedied if necessary. If the user does not agree with the way of handling the complaint, or if immediate investigation is impossible, UPS shall immediately record the minutes of the complaint, which contain: (i) name and address of the user; (ii) place, date, time and method of submitting the complaint; (iii) detailed description of the user's complaint, and listing of files, documents and other evidence presented by the user; (iv) if immediate investigation of the complaint is possible, UPS' declaration on its opinion regarding the complaint; (v) signatures of the person recording the minutes and (except complaints submitted via telephone or other electronic telecommunication service) of the user; (vi) place, date/time of recording the minutes; and (vii) in case of complaints submitted via telephone or other electronic telecommunication service, individual identification number of the complaint.

10.5. In case of an oral complaint submitted in person, UPS shall hand over a copy of the minutes to the user on the spot.

10.6. In case of:

(i) oral complaints, if the user does not agree with the way of handling the, or if immediate investigation is impossible;

(ii) written complaints; and

(iii) complaints submitted via the internet,

UPS shall investigate the complaint within 30 days. In case of services directed to Hungary and the European Union, the period of the investigation may be extended once, by further 30 days, with simultaneous notice to the user. UPS shall notify the user in writing of the result of the investigation:

(a) in the case of domestic services: immediately;

(b) in the case of international services: within 15 days after receipt of notification from the foreign service provider. In case of late notification given by the foreign service provider, UPS shall not be liable if it used its best endeavors to timely provide the data, information to be obtained from its contractor service provider.

If the oral complaint was submitted via telephone or other electronic telecommunication service, UPS shall send a copy of the recorded minutes to the user together with the foregoing written notification.

10.7. If the user does not accept the

answer, or UPS does not answer to the complaint within the applicable deadline, the user may resort to the National Media and Communications Authority (specified in section 2 of the Terms) within 30 days after receipt of the answer or (in the absence of an answer) after the expiry of the deadline for answering the complaint. UPS shall notify the user of such possibility.

10.8. UPS shall safeguard the minutes and a copy of the answers for 5 years.

11. Governing Law

Postal Services rendered or availed for in Hungary shall be governed by Hungarian law.

12. Jurisdiction

All disputes arising in connection with Postal Services rendered or availed for in Hungary shall belong to the jurisdiction of the Hungarian courts and tribunals.

Furthermore, to the fullest extent allowed by the applicable Hungarian procedural laws, all such disputes shall belong to the exclusive jurisdiction of Buda Central District Court, Budapest, Hungary.