

UPS Terms and Conditions of Postal Services

1. Introduction

- A. These terms and conditions (the “Postal Terms and Conditions”) set out the basis on which UPS shall provide postal services with respect to domestic and international postal items (hereinafter referred to as “postal item(s)”). Further information about the postal services provided by UPS, including the determination of the applicable tariffs, billing options and money-back guarantee are provided by the current applicable public offered called UPS Service and Tariff Guide (the “Guide”) available on the UPS website, at this address <http://www.upscontentcentre.com/pdf/romania> which the shipper should read.

The Romanian language version of the UPS Terms and Conditions of Postal Services is the governing document. The English language translation is provided for convenience only.

The term “UPS” will mean UPS ROMANIA SRL and the shipper’s contract will be with UPS ROMANIA SRL, headquartered in Otopeni, 11C Aurel Vlaicu Street, office no. 1, Ilfov County, registered with the Ilfov Trade Register under no. J23/3972/24.07.2017, Unique Identifier at European Level (EUID) ROONRC.J23/3972/2017, Fiscal Code: RO13191000.

- B. Postal items may be transported 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 Postal Terms and Conditions. If UPS will use subcontractors for the performance of part of the services, UPS will remain to be responsible for performance of the services towards the customer in accordance to these Postal Terms and Conditions and the applicable mandatory provisions of the law.
- C. In these Postal Terms and Conditions, “Waybill” shall mean a single UPS waybill/consignment note or the entries recorded against the same date, address and postal service on a pick-up record.

2. Services - Scope

Unless agreed differently through individual commercial agreements the service to be provided by UPS refers to the pick-up, sorting, transportation, customs clearance where applicable and delivery of the postal item.

UPS is not a designated universal service provider.

3. Conditions of Acceptance of the postal items

This section sets out various restrictions and conditions that govern the postal services offered by UPS. It also explains what the consequences are if the shipper tenders postal items to UPS which do not meet these requirements.

3.1 Service Restrictions and Conditions

Postal items must comply with the restrictions in paragraphs (i) to (v) below. UPS does not offer and provide postal services for the postal items which do not comply with the restrictions in paragraphs (i) to (v) below.

- (i) Postal items must not weigh more than 31.5 kilograms (or 70 lbs) or exceed 274 centimetres (or 108 inches) in length or a total of 400 centimetres (or 165 inches) in length and girth combined.
- (ii) The value of the postal item 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 postal item shall not exceed the local currency equivalent of USD 500.
- (iii) Postal items must not contain any of the prohibited goods (listed in detail in the Guide), such as goods of unusual value (such as works of art, antiques, precious metals and stones, stamps, unique items), 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) Postal items 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 transport, export or import of which is prohibited by applicable law.
- (v) Postal items must be tendered to UPS within the area indicated in the Guide and UPS website, where UPS collects postal items and the payor must contract the services in good faith, undertaking to fully pay the amounts related to the performance of the postal services.

The shipper shall fill-in/label the postal item with the adequate contact details for the shipper and the receiver. The shipper shall be responsible for the accuracy and completeness of the provided particulars and that the postal items are appropriately packed and labelled. In case of international postal items subject to customs clearance, the shipper shall also be responsible for properly describing and classifying the contents and that they 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 present document, the Guide and applicable law.

In order for the postal items to be delivered by UPS to relevant destination, the shipper shall comply with the below minimum rules regarding the packaging of postal items: (i) use rigid boxes with flaps intact, (ii) remove any labels, hazardous materials indicators, and other previous shipment markings on the box that are no longer applicable, (iii) wrap all items separately, (iv) use adequate cushioning material, (v) use strong tape designed for postal items, (vi) do not use string or paper over-wrap, (vii) use a single address label that has clear, complete delivery information, (viii) place a duplicate address label inside the package.

Without prejudice to the previous sentence, General Packaging Guidelines, setting out basic (not exhaustive) principles of postal item packaging, are available, in detail, online at <https://www.ups.com/ro/en/help-center/packaging-and-supplies.page>.

For postal items having as object fragile goods, in addition to the above minimum requirements, the shipper will also make sure that the postal item is properly packed in terms of interior and exterior cushioning; for example, depending on the good making the subject matter of the postal item, the shipper will use foam cushioning, double boxes or soft foam for internal cushioning, and boxes with proper burst strength for exterior cushioning. Details depending on the good making the object of the postal item are available online at the following address: https://www.ups.com/packaging/?loc=en_RO.

Except for services against reimbursement, UPS shall not refuse to pick up the postal item if the name or address of the shipper is not indicated on the postal item.

The shipper guarantees that all postal items presented for service under these Postal Terms and Conditions comply with the restrictions in paragraphs (i) to (v) 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 handing over the postal item to UPS and have been protected against unauthorised interference during their preparation, storage and transportation to UPS. UPS relies on this guarantee when accepting any postal item hereunder. Any other postal item is excluded.

3.2 Fragile and temperature sensitive goods are accepted by UPS only based on an individual agreement concluded for this purpose with the shipper, and if they are properly packed by the shipper according to the above provisions.

3.3 Refusal to deliver the postal items and return of postal items

(a) UPS has the right to refuse to deliver the postal item to the receiver in the following cases:

- i) when, after taking over the postal item, it is beyond doubt that such postal item contains goods prohibited for transport under the UPS Postal Terms and Conditions and Guide or it does not comply with the special transport conditions set forth according to legislation applicable in the field, respectively with the legislation of the countries on whose territory the delivery is to be performed or on whose territory the postal item will be in transit;
- ii) when, after taking over the postal item, the respective postal item causes or it may imminently cause damages to persons, the environment, installations used or to other postal items; in this case, UPS may destroy the postal item in compliance with the legislation in force and, whenever possible, by informing the shipper, the agreement being de jure terminated.

(b) UPS will return the postal item to the shipper if the receiver is not found at the indicated address or he/she 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 provided by the shipper, if, in the case of a postal item making the object of the service having the shipment against reimbursement as additional feature, it

cannot collect amounts due from the receiver on delivery or if, in the case of the postal item making the object of the service having the proof of delivery as additional feature, the receiver or the person authorised to receive the postal item refuses to sign the proof of delivery.

(c) UPS will return the postal item to the shipper's address indicated by the latter, through UPS network within 45 working days as of the last attempt of delivery of the postal item, or as of the expiration of the 5 days keeping period, as the case may be. The shipper is obliged to pay applicable charges for the postal items' return. In this case, the shipper shall not be entitled to any refund of the amounts it has paid for the postal service.

3.4 The shipper must pay and indemnify UPS for any reasonable costs, expenses and damages (save for costs related to the 5-day storage as per art. 10 below, as the case may be), incurred by UPS, any losses, taxes and customs duties UPS may incur and all claims made against UPS because (i) a postal item does not meet any of the restrictions, conditions or representations in paragraph 3.1 above, or (ii) of a failure by the shipper to comply with these Postal Terms and Conditions.

3.5 If the postal item has to be returned in accordance with these provisions and UPS is unable within the 45 day-period provided under the above art. 3.3. letter (c) to return the postal item (or, in particular cases, obtain the shipper's instructions on its disposition, or to identify the shipper or any other person entitled to the goods), UPS shall keep the postal item for a period of 9 months calculated as of the date when the postal item was submitted, for the postal items which could not be delivered to the recipient nor returned to the shipper, after which the postal item becomes property of UPS, UPS being exonerated from any liability. After the expiry of the 9 month period, UPS shall be entitled to destroy or sell the postal item in compliance with the applicable legal provisions, 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 postal item from the shipper concerned. Any balance shall be held to the shipper's order.

3.6 Unless prohibited by law, UPS may open and inspect or scan by means of x-ray any postal items tendered to it at any time, but in accordance with applicable laws including the postal secrecy obligation.

4. Customs Clearance

When a postal item 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, at the expense and at the risk of the shipper or receiver in obtaining customs clearance. Provided that, in the case of postal items 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 postal item for the sole purpose of appointing a customs broker to carry out any customs clearance, so far as allowed by law.

5. Payment

5.1 The rates for postal services are set out in the Guide and unless paid before shipment, all amounts (based on applicable or individually negotiated tariff) must be paid within 7 days of receipt of invoice or within such other period as the shipper may have agreed in writing with UPS. In case so agreed in the individual agreement with the shipper in addition to the public offer, UPS may verify the actual and/or dimensional weight of postal items at the access points and, if greater than the weight declared by the shipper, 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 postal item, the shipper shall be fully liable to UPS 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, where applicable, 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 Any sum payable to UPS which is overdue will bear the penalising legal interest rate applicable on the due date in Romania from the due date to the date UPS receives payment whether before or after judgment. In addition, UPS reserves the right to charge a late payment administration fee up to a maximum of the local currency equivalent of 40 EUR per invoice.
- 5.4 When performing postal services under these Postal Terms and Conditions, after 9 months as of the submission of the postal item, UPS becomes the owner of the postal item not claimed by/returned to the shipper under art. 3.3 let. (c) and not sent to the receiver, being entitled to hold or sell them and use the proceeds to make good the debt to it in accordance with applicable local law. Any unpaid balance will remain payable.

6. Interruption of Service

If UPS is unable to start or continue with service in respect of a postal item 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 postal service. 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 independent of, but affecting UPS.

7. Guarantees

7.1 Money Back Guarantee

For certain services from the commercial offer and certain destinations, UPS offers a money back guarantee for the amounts paid for the postal services. 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 detail in the Guide and on the UPS website (www.ups.com) each as current at the time the goods are accepted for service and can also be confirmed by contacting the shipper's local UPS call centre. For the avoidance of doubt, when providing postal services, 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 postal item will arrive by any particular time.

The Money Back Guarantee set out in this clause is only applicable provided that the liability set out in clause 7.2 has not been and will not be invoked. Invoking the Money Back Guarantee constitutes a waiver of rights under clause 7.2.

7.2 General Guarantees

The maximum delivery times for each UPS service are set out under Article 7.3 below.

In case of failure – due to UPS' responsibility - to deliver a postal item within the delivery times applicable according to the chosen postal service, subject to clause 7.1, UPS' sole liability shall be to refund 10% of the service tariffs actually paid, if the delay is of maximum 72 hours, and 30% of the service tariffs actually paid, if the delay exceeds 72 hours. This provision is applicable for all offered Postal services.

7.3 Maximum Delivery Times

For all the postal services which UPS is licensed for, the delivery times are those corresponding to the express services, for domestic as well as for international postal items (as a unique service or as main service to which additional features are added).

In case of Express postal services having as object domestic postal items, UPS shall respect the following delivery times regulated under the ANCOM's Decision no. 313/2017, namely: 12 hours within the same town, 24 hours between different county towns or intra-county, respectively 36 hours between any other two towns.

In case of international postal items making the object of the express service, collected from the Romanian territory and to be delivered to an EU or EEA state, the time spent by such postal items on the Romanian territory shall comply with the above-mentioned times for the express postal service having as object domestic postal items, while the time that the international postal items are outside the Romanian territory until their delivery shall not exceed:

- (i) for postal services predominantly performed by air, the delivery times for postal items will not exceed in any case 120 hours as of the moment the postal item leaves the Romanian territory;
- (ii) for postal services by road or combined, the delivery times for postal items will not exceed in any case 192 hours as of the moment the postal item leaves the Romanian territory,

unless the shipping time overlaps with weekend/non-working days, in which case, an additional 48 hours shall be added to above-mentioned time frame for these international postal items.

In the case of international postal items collected from the Romanian territory, which make the object of express services and are delivered to other states outside the EU or EEA, the time spent by the postal items on the Romanian territory will comply with the above-mentioned times for the express postal service having as object domestic postal items, while the time that the international postal items are outside the Romanian territory until their delivery shall not exceed 192 hours, unless the shipping time overlaps with weekend/non-working days, in which case, an additional 48 hours shall be added to above-mentioned time frame for these international postal items.

The specific delivery times applicable for each of UPS services from its commercial offer, by reference to the pickup and delivery addresses indicated by the shipper, are available on the website www.ups.com and in the Guide.

8. Collecting on Delivery the Value of the Goods subject to the Postal Service (COD)

For certain destinations and commercial names of services from the commercial offer, as advised by the local UPS call centre, UPS offers an express service as defined by the Romanian law with a COD feature (shipment against reimbursement) on payment of a charge, as set out in the Guide. If the shipper makes use of this feature, subject to the provisions set out below (including those relating to currency conversion) UPS will collect on behalf of the shipper the COD amount (in respect of the value of the good subject to the postal item) stated on the Waybills. The term for returning COD amounts collected in case of the shipment against reimbursement service, respectively shipment against reimbursement feature for domestic and international postal items, is 15 calendar days from delivery.

COD amounts must be specified on the Waybills in either EUR or, if different, the currency of the country of destination. Where any of the COD amounts specified on the Waybills, 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, based on the exchange rate published by the National Bank of Romania.

UPS does not accept responsibility for any currency exchange risks.

- 8.1 Cash COD – Where UPS is instructed 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, in order to observe the applicable tax regulations, the maximum amount collectible in that form on behalf of a shipper shall be the local currency equivalent of USD 5,000 per postal item, but not more than 5.000 USD per receiver per day.

Notwithstanding the previous rule, the COD amount collectible in cash on behalf of a shipper from receivers located in the following countries may not exceed the following amounts (X per postal item, but not more than X per receiver per day), where X represents: Belgium: EUR 3.000; Spain: EUR 2.499; Greece: EUR 1.500 for individuals, EUR 500 for legal entities; Portugal: EUR 1.000; Italy: EUR 1999.99; France: EUR 750; Romania (per postal item): RON 10,000 for individuals, RON 5,000 for legal entities; Sweden: SEK 3000.

In the case of Romania, according to the above mentioned formula, where COD amounts are collected in cash from a receiver, corresponding to multiple postal items in the same day, and such amounts cumulated exceed the threshold of 10.000 RON for natural persons and 5.000 RON for legal persons, UPS will collect the COD amounts in cash in the maximum amount of 10.000 RON for natural persons and 5.000 RON for legal persons. For those COD amounts which exceed these limits, UPS will be automatically entitled to accept payment instruments for the whole or part of that amount.

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

If the shipper specifies a COD amount that exceeds these limits, UPS will automatically be entitled to accept payment instruments for the whole or any part of that amount.

8.2 Payment instrument COD – If the shipper did not clearly (and in accordance with applicable UPS guidelines) instruct in the Waybill UPS to accept only cash, UPS may accept payment either in cash (subject to the restrictions in paragraph 8.1) or by any kind of payment instrument made out to the shipper that is recognised in the country of destination of the postal item. Where UPS accepts payment instruments the maximum amount collectible in any form shall not exceed the equivalent of USD 50,000 per postal item (or other applicable value, if lower). Where UPS is permitted to accept a payment instrument, it may collect a payment instrument denominated in either EUR or, if different, the local currency of the country of destination, and it may also collect cheques.

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 postal items were presented to UPS for service. 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 payment instrument in favour of the shipper.

Any payment instruments in favour of the shipper, issued either by UPS as set out above or by the receiver and collected by UPS pursuant to paragraph 8.2, may be handed over to the shipper or to any other person appearing to have authority to accept the payment instruments on the shipper's behalf.

8.4 In the event of non-receipt by the shipper of COD amounts, it is recommended to notify UPS in writing within 45 days of the date of delivery of the postal items concerned, without affecting the 6-month term provided for the submission of the claim according to article 12 below.

8.5 The shipper will indemnify UPS for all losses, expenses or any claims/ disputes made against UPS by the receiver or a third party, arising where UPS does not deliver the postal items because the receiver does not pay the COD amount in the appropriate form or refuses to accept the postal items.

8.6 The liability of UPS in respect of the amounts to be collected under COD service, respectively under the COD feature is to the COD amount. Further, for the purpose of prevention against potential money laundering, tax fraud and other related illegal operations, the COD amount should not exceed the countervalue of the goods plus applicable postal 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 according to the legal provisions.

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 payment instrument or one which is later dishonoured, or for payment instruments incorrectly completed by the receiver.

9. Liability

9.1 Where the Convention Rules or any national mandatory laws apply, the liability of UPS is governed by and will be limited according to the applicable rules.

Liability of UPS for postal services having as object domestic postal items and international postal items collected from Romania is governed by the Government Emergency Ordinance no. 13/2013 that may be amended or replaced with another legal act from time to time. Applicable law shall always be the mandatory law in force at the time the postal items are tendered for service.

In case of total loss, theft or destruction of postal items, UPS liability is limited to: (i) the entire declared value, for postal items making the object of the declared value service, including if the postal item is object or not of the COD service; (ii) the COD amount for postal items making the object of COD service, without declared value; (iii) the amount representing 5 times the service tariff, for all other postal items not making the object of a declared value or COD service;

In case of partial destruction or loss or deterioration of the postal item, UPS liability shall be limited to: (i) the amount declared for the missing, destroyed or deteriorated part or the share corresponding to the missing weight from the declared value, in case of postal items making object of the declared value service; (ii) the amount representing 5 times the tariff of the postal service, in case of partial loss, partial destruction or deterioration of the postal item not making object of a declared value service.

In the case of the postal item making the object of the shipment against reimbursement service, UPS liability shall be at the entire COD amount if it fails to return to the shipper the entire COD amount or the balance up to the entire COD amount if the COD amount was partially collected from the receiver. In the case that UPS did not collect or collected partially the COD amount from the receiver, and UPS is liable towards the shipper according to the present provision, the shipper agrees that UPS will subrogate itself

in the shipper's rights against the receiver, for the recovery of the entire COD amount or of the balance paid to the shipper, as the case may be.

To the above mentioned amounts, the legal penalty interest applicable starting with the filing of the prior complaint or, as the case may be, with the filing of the court claim, irrespective whichever of such moments occurs first, shall be added.

- 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 the local currency equivalent of USD 100 per postal item, unless the shipper opted for an additional feature entailing a higher value of the postal item, as per paragraph 9.4 below.
- 9.3 If any of the claimants (or any person from whom he derives his right to claim) has caused or contributed to any loss, damage or delay to a postal item, 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, UPS provides the declared value service, as an additional feature, consisting in the shipper's possibility to 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 stating a higher value on the postal item and paying an additional charge as stated in the Guide. If the shipper declared a higher value for the postal item and pays the applicable tariff, then UPS's liability shall be limited to actual damages not exceeding such higher value, according to those provided at art. 9.1 above. The value declared for the postal item concerned shall not in any event exceed the limits specified in paragraph 3.1(ii).

The shipper has the right to request proof of presenting the postal item for delivery or of delivery to the recipient, without any written confirmation from the latter, in 9-months' time as of presenting the postal item for delivery, and UPS has the obligation to communicate the proof in maximum 45 business days from the date of receiving the request, through a method mutually agreed with the shipper.

- 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, loss of sales or loss of goodwill.

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

- 9.6 In case of failure to perform those parts which represent additional features of the main postal service, only the tariffs received in addition to the tariff applicable to the main service shall be refunded.

10. Delivery

UPS may deliver a postal item to the receiver indicated by the shipper or to any other person which, in accordance with the legal provisions, has authority to accept delivery of the postal item on the receiver's behalf. 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.

In case of proof of delivery service, respectively feature, UPS shall provide the proof of delivery to the shipper, for both domestic and international postal items, within 30 calendar days from delivery.

If the postal item cannot be delivered to the consignee indicated by the shipper or to any other person who, according to the legal provisions, is authorized to accept the delivery of the postal item in the consignee's name, for reasons independent of UPS, the consignee shall be notified of UPS' attempt to deliver the postal. As an additional benefit offered to the shipper, in the same term applicable for the chosen postal service, UPS will try again to deliver the postal item to the consignee or any other person who, according to the legal provisions, is authorized to accept the delivery of the postal item in the consignee's name.

Save for postal items making the object of the express and special delivery services, the period for keeping the postal items in view of delivery to the recipient is of five (5) days as of the notification of the recipient. The 5-days term starts to run as of the second attempt of delivery of the postal item.

Subject to these terms, UPS contracts to perform the services as originally ordered by the shipper.

11. Data Protection

11.1 UPS has the right to process data provided by the shipper or receiver in connection with postal services provided 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 postal item 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 postal 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 if and to the extent the transfer and processing of the data in such countries is required for performing the agreed postal 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 postal 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/gb/en/resources/ship/terms/privacy.html>.

11.2 Furthermore, the Shipper warrants that he has obtained informed and specific consent from 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

Any complaint shall be made in writing by the shipper or the consignee or his / her agent, as soon as it is possible, and in any case within 6 months from the submission date of the postal item to UPS.

Any complaints must be communicated to UPS directly, by the concerned complainant personally or by phone, to any of its customer service centres or by post by means of registered letter with acknowledgement of receipt sent to the address of UPS registered office. Any complaint so communicated to UPS will receive a registration number. The registration number will be communicated to the person who submitted the complaint to UPS' customer service centre, the receipt of the claim being confirmed in the same manner as registered (e.g., the receipt of the claim made by presentation of the person at one of UPS service centres shall be confirmed personally, the receipt of the claim made by phone will be confirmed by phone, the receipt of the claim submitted by post will be confirmed by post at the customer's address). In further communications between the parties this registration number shall be mentioned.

Any complaint must be supported by all relevant documentation. In case of complaints concerning the damage or partial damage of a postal item, the complainant must provide UPS the copy of the Waybill (which may be kept by UPS in copy attached to the claim) and the original packaging for further investigation, and/or the remains of the postal items if such exist. In case of complaints concerning delayed, completely destroyed, lost or stolen postal items, only the Waybill (which may be kept by UPS in copy attached to the claim) must be presented.

UPS reserves the right to reject any complaint which is not presented in accordance with the above procedure.

For the settling of any complaint, the following steps will be taken into consideration:

- check the pick-up of the postal item; internal investigation;
- if the complaint is accepted, the shipper will be compensated in accordance with these terms and conditions. In view of the indemnification, the shipper's bank information shall be made available to UPS on the date the complaint is filed, if the shipper chooses to be paid by bank transfer. The indemnification shall be paid in cash at any of UPS customer service centres or by bank transfer within 60 calendar days as of positive resolution of the complaint, but not exceeding the 3-month term of settlement.

The term of settlement of a complaint related to postal services will be of maximum 3 months as of the submission date of the complaint.

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 and in the Guide. 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 postal item is accepted for service by UPS. If any part of these terms is not enforceable, this will not affect the enforceability of any other part.

14. Governing Law

These terms shall be governed by the laws of Romania.