

# **GENERAL TERMS AND CONDITIONS OF THE CONTRACT WITH THE USERS OF THE E-PACKAGE SERVICE PROVIDED BY BULGARIAN POSTS**

## **SECTION I GENERAL PROVISIONS**

**1.** These General Terms and Conditions of the Contract with the Users of the E-package Service (hereinafter GTC), provided by Bulgarian Posts Plc, hereinafter referred to as BP, define the rights, obligations and responsibilities of the parties to the contract during the provision of the service.

**2.** The parties to the contract under p. 1 may negotiate other terms for provision of the e-package service when concluding individual contracts, with these GTC being an integral part thereof.

## **SECTION II SCOPE AND CHARACTERISTICS OF THE SERVICE**

**3.** Scope and characteristics of the service

**3.1.** The e-package service shall include acceptance in POs/ESCs/PUs, processing and delivery in POs/to the recipient's address of domestic items, containing goods/documents from e-commerce and large clients. The senders of the items can be individuals and legal entities.

**3.1.1.** Requirements regarding shape, dimensions, weight and packaging:

- a) Maximum weight – up to 20 kg.
- b) The size for each of the three dimensions (length, width and height) – from 100 mm to 600 mm.
- c) The packaging and sealing of the items shall be in accordance with their volume, weight and contents, so as to ensure their preservation from damage.

**3.1.2.** Additional services:

- a) Insured value.
- b) Cash on delivery – provided for insured value items.
- c) Advice of delivery.
- d) SMS notification – for the recipient informing them about the presence of an item, and for the sender (only in case of items with cash on delivery paid in cash) informing them about the item having been delivered and the possibility to collect the cash on delivery amount in cash at the PO where the item was submitted.
- e) Review of the item's contents.
- f) Submission of an item at the expense of the recipient.
- g) Return of documents.
- h) Item redirection.
- i) Acceptance of e-package items marked as "Fragile".
- j) Return at the expense of the sender.

**4.** The insured value under p. 3.1.2. (a) shall be indicated by the sender, and has to correspond to the actual value of the item's contents.

**4.1.** The maximum amount of the insured value and cash on delivery, up to which e-package items are accepted, shall be BGN 3,000.

### **SECTION III CONDITIONS FOR ACCESS, ACCEPTANCE AND DELIVERY OF E-PACKAGE ITEMS**

#### **5. Provision of the e-package service**

The e-package service shall be provided both upon concluding a contract and to individual clients.

#### **6. Acceptance of e-package items**

**6.1.** The items shall be accepted:

**6.1.1.** In POs/ESCs/PUs.

**6.1.2.** At the sender's address – if possible and against an additional fee according to a concluded contract.

**7.** The contract for the e-package service between BP and users shall be considered to be:

**7.1.** Concluded with the acceptance of the items in POs/ ESCs/PUs.

**7.2.** Executed with the delivery of the item to the recipient, or with the return of the item to the sender, in case it has not been delivered to the recipient.

**8.** E-package items sent by individual clients shall be accepted open for contents verification.

**8.1.** The packaging and sealing of the items shall be in accordance with their volume, weight and contents, so as to ensure their preservation from damage.

**8.2.** E-package items, containing fragile objects, shall be accepted with the indication "Fragile".

**9.** BP shall determine the forms and contents of the documents (blank forms) to be filled in upon acceptance, transportation and delivery of the e-package items.

#### **10. Delivery of e-package items**

**10.1.** Delivery of e-package items shall be performed in all POs of BP, and if possible at the address against an additional fee.

**10.2.** Delivery of e-package items with **cash on delivery**. The items shall be delivered in person to the recipient or to a person authorized by them, after paying the cash on delivery amount, which shall then be paid to the sender:

**10.2.1.** In cash in the PO where the item was submitted – for individual clients.

**10.2.2.** By transferring the amounts to the bank account of the user for items under concluded contracts.

**10.3.** E-package items "**at the expense of the recipient**" shall be delivered after payment of the price due for the service by the recipient. In case the recipient refuses to pay the price of the service, the item shall be returned to the sender following the payment of the price of the service by the sender.

**10.4.** Recipients shall have the right, before receiving the item and paying the cash on delivery amount, in the presence of a BP employee, to review the contents of the item only in cases where the sender has requested this service. If the recipient refuses to receive the item after checking the contents, the recipient shall pay a price for return, except in cases where the sender has requested the "Return at the expense of the sender" service.

If it is established that the item is damaged, stolen or destroyed, a report shall be drawn up in 2 (two) copies, the latter being signed by the BP employee and the recipient.

**11.** BP shall deliver the items in person to the recipient, to a person representing the recipient by virtue of a power of attorney or by law, or to a person at the address of the recipient against signature and presentation of an identity document. To prove the delivery of e-package items, the full name and UCN of the recipient or the authorized person in case of authorization shall be entered in the delivery forms and the software solutions. If the item is delivered to a person other than the recipient, the name of the person, who received the item, shall be entered in the delivery forms and the software solutions. The person receiving the item shall present an identity document.

#### **SECTION IV TIME LIMITS FOR DELIVERY AND PAYMENT OF THE CASH ON DELIVERY AMOUNT TO THE SENDER**

**12.** The time limit for delivery of e-package items shall be up to 2 working days after their acceptance.

**12.1.** The items shall be stored for 7 (seven) days after receipt in the delivery PO. After the expiration of this period, the items shall be returned to the sender as “Unclaimed”.

**12.2.** The cash on delivery amount shall be paid to the senders:

**12.2.1.** Immediately after the delivery of the items submitted by individual clients.

**12.2.2.** For items under contracts – in line with the time limits defined in the respective contracts.

**13.** E-package items that cannot be delivered because the recipients refuse to receive them or to pay the cash on delivery amount and/or “at the expense of the recipient” amount shall be returned immediately to the senders.

**14.** The refusal of the recipient to receive the item, as well as to pay the cash on delivery amount and/or “at the expense of the recipient” amount shall be certified by a signature on the delivery document and/or the address label. The refusal of the recipient to sign the document shall be certified by the BP employee delivering the item.

#### **SECTION V RIGHTS AND OBLIGATIONS OF THE USERS**

**15.** The users shall have the right to:

**15.1.** Receive information in an accessible way from BP regarding:

- a) The technical requirements of BP concerning the shape, dimensions, weight, packaging, etc.
- b) The prices of the services.
- c) The objects and substances prohibited for insertion in e-package items.
- d) The amount of indemnity.
- e) The time limits for submitting complaints.
- f) Other requirements related to the use of the service.

**15.2.** To obtain quality performance of the service.

**15.3.** Submit complaints and in case of reasonable complaints to receive an appropriate indemnity.

**15.4.** The sender shall have the right, until the moment of delivery of the item to the recipient, to request by submitting a written application and against an additional fee:

- a) To have the sent item returned.
- b) To change the name of the recipient and the delivery PO.

**16.** The senders shall:

**16.1.** Prepare the items in a way that meets the requirements of Section III of the Terms.

**16.2.** Prepay the price of the service when the senders are individual clients, except in cases of using the “at the expense of the recipient” service.

**16.3.** Pay the price of the “at the expense of the recipient” service in case of return of the item.

**16.4.** Provide the most complete and accurate information about the recipient of the item.

**16.5.** Not insert prohibited objects and substances in the items.

**16.6.** Senders shall be liable to BP for damage caused by items submitted by them to other items. Their liability shall be to the extent that BP is liable to the persons whose items are damaged.

**16.7.** Senders shall be liable to BP for damage caused by items submitted by them to BP property or employees.

## **SECTION VI RIGHTS AND OBLIGATIONS OF BULGARIAN POSTS**

**17.** BP shall have the right to:

**17.1.** Require the item to be in a suitable form and packaging for transportation, which does not endanger the integrity nor the contents of the other items.

**17.2.** Not accept items that do not meet the requirements of Section III or contain the substances or materials prohibited for transportation as described in Section VIII.

**17.3.** Receive compensation from users for damage caused by their items to the property of BP or other items.

**18.** BP shall:

**18.1.** Provide information to users regarding:

- a) The technical requirements for items – shape, dimensions, weight, packaging, etc., as well as addressing.
- b) The prices of the services.
- c) The objects and substances prohibited for insertion in e-package items.
- d) The amount of indemnity.
- e) The time limits for submitting complaints.

**18.2.** Fulfill the requirements governing the security of items and comply with the conditions for monitoring and control of services by the competent authorities, observing the provisions of Ordinance № 6 of 1 November, 2011 on the requirements for postal security.

**18.3.** Notify as soon as possible the users of the restrictions regarding the provision of the services, imposed by the competent authorities in exceptional circumstances or in connection with the national security and defense of the country.

**18.4.** Provide the service paid by the user in accordance with these GTC and the individual contract if such a contract has been signed.

**18.5.** Repack the items, the integrity of which has been damaged during transportation, in order to preserve their contents, in compliance with the rules of the Measures for protection of the secrecy of correspondence.

**18.6.** In case of suspicion of prohibited objects or substances being inserted in e-package items, BP shall require the sender's consent to perform an inspection. In case of refusal, the item shall not be accepted.

**18.7.** When there is sufficient reason to believe that an accepted e-package item contains prohibited objects or substances, BP shall detain the item and take action in accordance with the Postal Services Act (PSA).

**19.** BP shall not be responsible:

**19.1.** For damage or destruction of items as a result of force majeure within the meaning of Art. 306 of the Commercial Act.

**19.2.** When e-package items cannot be traced due to the destruction of documents and information about them by force majeure.

**19.3.** When the damage or destruction of the e-package items has occurred due to the sender's fault or arises from the nature of the contents of the items as well as the non-conformity of their packaging.

**19.4.** For e-package items, containing prohibited objects or substances, which have therefore been detained by the competent authorities in accordance with the established procedures.

**19.5.** When the e-package item is delivered/returned to another person because of incomplete or incorrect data about the recipient/sender.

**19.6.** When the sender of an e-package item has not filed a written complaint within six months from the date of acceptance of the item.

**19.7.** For delayed or undelivered items due to incomplete or inaccurate data of the recipient.

**19.8.** For delay or impossibility to deliver the items, if this is due to reasons caused by force majeure within the meaning of Art. 306 of the Commercial Act.

**19.9.** Under contracts for items insurance concluded by the senders of items with insurers, when the latter enter into the rights of the insured, according to the Commercial Act, above the amounts of the indemnity prescribed to the sender or the recipient under these GTC.

## **SECTION VII OBJECTS AND SUBSTANCES PROHIBITED FOR INSERTION IN E-PACKAGE ITEMS**

**20.** The following substances and objects shall not be inserted in e-package items:

**20.1.** Narcotic, anesthetic, psychotropic and toxic substances.

**20.2.** Weapons, ammunition, pyrotechnic articles, explosives, flammable or other dangerous substances and objects.

**20.3.** Indecent or contradictory to the moral norms objects.

**20.4.** Objects and substances which by the nature or packing thereof, may expose the life or health of BP's employees or other persons to danger, or may soil or damage other items and equipment.

**20.5.** Religious materials of cults and organisations banned or unregistered in Bulgaria.

**20.6.** Movable cultural property unaccompanied by an issued authorization or certificate.

**20.7.** Excise goods and tobacco waste, the holding, moving, transportation, supply and sale of which are prohibited by the Excise Duties and Tax Warehouses Act.

**20.7.1.** E-package items, with the exception of insured value items, shall not contain coins, banknotes, currency notes, traveler's checks, objects that bring value to the sender, platinum, gold, silver, processed or unprocessed precious stones and other valuable objects.

## **SECTION VIII COMPLAINT AND INDEMNITY PROCEDURES**

**21.** BP shall pay indemnity to the users of the e-package service in the cases of:

**21.1.** Lost, stolen or damaged, partially or fully, e-package items, with or without insured value and with or without cash on delivery.

**21.2.** Non-payment of the cash on delivery amount.

**22.** For complaints accepted as reasonable the indemnity amounts shall be as follows:

**22.1.** For a lost, stolen, damaged item without insured value, indemnity shall be paid for the actual value of the caused damage, but not more than the amount calculated from the sum of BGN 5 per an e-package item and the price of BGN 2 per kilogram of the e-package item weight.

**22.2.** For a lost, partially or fully stolen or damaged e-package item with insured value, the actual value of the caused damage shall be paid, but not more than the amount of the insured value.

**22.3.** For uncollected amounts concerning delivered e-package items with cash on delivery or for cash on delivery amounts not paid to the senders, BP shall bear responsibility equal to the cash on delivery amounts.

**22.4.** In addition to the indemnity under p. 22.1, p. 22.2 and p. 22.3, the prices paid for the service shall also be returned.

**23.** In case the sender of the item has provided incomplete or inaccurate data of the recipient, BP shall not be responsible for non-compliance with the delivery time limit.

**24.** Users shall exercise their right to complaints under p. 22 by submitting written complaints to BP.

**25.** The complaint can be submitted in each PO or through the official website of BP. A copy of the document certifying the submission of the item (when the complaint has been submitted by the sender) and/or the document proving the irregularities found upon delivery, if drawn up, shall be attached to the complaint.

**26.** The time limit for submitting a complaint shall be six months from the date of acceptance of the items.

**27.** BP shall notify the claimant in writing of the result of the investigation of the respective complaint within one month from the submission of the complaint.

**28.** If the claim is considered reasonable, the indemnity shall be paid within one month from the date of the notification.

## **SECTION IX DISPUTE RESOLUTION PROCESS**

**29.** Disputes between BP and users shall be resolved through direct negotiations between them. In case of failure to reach an agreement, each of the parties may refer to the Communications Regulatory Commission or may bring an action to the court.

## **SECTION X OTHER SUBSTANTIVE CONDITIONS**

**30.** If it is impossible to return the item or the sender refuses to receive the returned item, the item shall be stored by BP for a period of 6 (six) months from the date of its submission. Upon expiry of this period, the item shall remain at the disposal of BP.

## **BASIC DEFINITIONS**

**USER** shall mean any natural or legal person who uses the e-package service as a sender or recipient.

**SENDER** shall mean any natural or legal person who sends an e-package item.

**RECIPIENT** shall mean any natural or legal person designated in the address of the item.

**FORCE MAJEURE** shall mean an unforeseen or unpreventable event of an extraordinary nature, which occurs after the conclusion of the contract.

**POSTAL SECURITY** shall mean a set of measures and actions for protection of postal items, cash, property of operators, and life and health of employees and users, which ensure the confidentiality of correspondence and inviolability of postal items, protection of personal data and assistance to detect violations and offences committed against or through the postal network. These measures are implemented through the relevant structures, qualified personnel and technical means.

**INSURED VALUE** shall mean a postal service representing the liability of the postal operator up to the amount of the sender's insured value of the contents of the postal item in the event of loss, theft or damage.

**CASH ON DELIVERY** shall mean a postal service, in which the postal item is delivered to the recipient against payment of an amount specified by the sender.

## **ABBREVIATIONS**

PO – Post office

PU – Processing unit

ESC – Exchange and sorting centre