

**GENERAL TERMS AND CONDITIONS OF THE CONTRACT WITH THE USERS  
OF COURIER SERVICES PROVIDED BY EMS/BULPOST SPECIALISED UNIT OF  
BULGARIAN POSTS PLC, HOLDER OF REGISTRATION CERTIFICATE No. 0015-  
01/30.12.2010 ISSUED BY THE COMMUNICATIONS REGULATORY  
COMMISSION**

**SECTION I  
GENERAL PROVISIONS**

1. These General Terms and Conditions (hereinafter GTC) of the contract with the users of courier services provided by the EMS/Bulpost Specialised Unit of Bulgarian Posts Plc, hereinafter referred to as OPERATOR, define the rights, obligations and responsibilities of the parties to the contract during the provision of the services.

2. The parties to the contract referred to in p. 1 may also negotiate other terms and conditions for provision of courier services. Such terms and conditions shall be subject to conclusion of individual contracts and these GTC shall be an integral part thereof.

3. These GTC shall apply to the domestic and international courier services provided by the OPERATOR.

**SECTION II  
TYPES OF SERVICES PROVIDED BY THE OPERATOR**

4. These GTC shall cover the following courier services provided by the OPERATOR:

4.1. Domestic courier services.

4.1.1. Domestic courier items may be provided with additional services “insured value”, “cash on delivery” and “at the recipient’s expense”.

4.1.2. Domestic courier items with insured value may also be cash-on-delivery items, but the cash on delivery amount cannot be greater than the insured value. The insured value shall be indicated by the sender and shall correspond to the actual value of the courier item’s contents.

4.1.3. Certificate of delivery (advice of delivery) - upon delivery of the courier item, at the Client’s request, the address label (bill of lading) may be returned to the sender after payment of the service price.

4.1.4. Delivery of items by a certain date.

4.1.5. Delivery of items with a fixed time.

4.1.6. Return of documents to the sender.

4.1.7. Items with volumetric weight.

4.1.8. Items with fragile contents.

4.1.9. Items with delivery time 2 hours when the settlement of submission is the same as that of receipt.

4.1.10. Poste restante items.

4.2. International courier services for delivery of items containing goods or documents.

4.3. International documentary items for universities abroad at a discounted price.

**SECTION III**  
**TERMS AND CONDITIONS FOR RECEIPT AND DELIVERY OF COURIER ITEMS**

5. The OPERATOR shall ensure equal access for all users to the services provided by it.

6. The items described in p. 4 shall be accepted at the sender's address or at the offices where courier services are provided, within certain working hours. Information on the working hours shall be placed in a prominent place and shall be accessible for all users, and on the OPERATOR's website.

7. With the signing of the bill of lading, the sender hereby declares that he is familiar with these General Terms and Conditions.

8. Courier items shall be delivered to all settlements on the territory of the country where the OPERATOR has post offices, and to the countries indicated on the OPERATOR's website.

9. The contract for provision of courier service signed between the OPERATOR and user shall be considered to be:

9.1. Concluded with the acceptance of the item by the sender, certified by the signature of the sender and the OPERATOR's employee on the address label (bill of lading) or on the take-over certificate, except in the cases referred to in p. 2 of GTC.

9.2. Executed with the delivery of the item to the recipient, which is certified by the signatures of the recipient and the courier on the address label (bill of lading) and/or delivery note.

9.3. Executed with the return of the item to the sender, if it is impossible to deliver it to the recipient.

10. The packaging and closing of items shall be in conformity with their volume, weight and contents, so that they will ensure their protection against damages.

11. The unit weight of an item or part of a grouped item for which courier services are used cannot exceed 20 kg, and for items with indivisible contents - 25 kg.

12. The maximum dimensions of an item or part of a grouped item shall be up to 1.50 meters for any of the dimensions or 3 meters for the sum of its length and the greatest circumference measured in width and height of the package.

13. The OPERATOR shall determine the forms and contents of the documents that shall be filled in when accepting, transporting and delivering courier items.

14. When submitting a courier item, the sender shall fill in an address label (bill of lading) provided by the OPERATOR.

14.1. In case of domestic courier items, the address shall be indicated in Cyrillic, and in case of international items - in Latin.

14.2. The address label (bill of lading) shall contain the following information:

- a) full name (legal entity name) of sender and recipient;
- b) full address of sender and recipient;
- c) telephone number of sender and recipient;
- d) additional services;
- e) in case of international items, the type of item, goods or document shall be filled in.

15. Customs declaration shall be filled in for international items containing goods, and the item shall be accompanied by the necessary export documents - certificate of origin, commercial invoice, etc. according to the requirements of the Customs Administrations of the

countries of departure and destination. Information on the requirements of the relevant customs administration can be found on the website of the Customs Agency.

**16.** The information referred to in p. 14 and p. 15 shall be filled in by the sender of the courier item and the OPERATOR shall not be responsible for its correct completion and validity.

**17.** Cash-on-delivery courier items shall be delivered to the sender after payment of the cash on delivery amount. The recipient may check the contents of the item at the time of its receipt in the presence of an employee of the OPERATOR. If the item is found to be damaged, stolen or destroyed, a statement of findings shall be drawn up in 2 (two) copies. In such cases, the recipient may refuse to receive the item.

**18.** Courier items at the recipient's expense shall be delivered after payment of the price due for the service. If the recipient refuses to pay the service fee, the item shall be returned to the sender and stored by it until payment of the service fee.

**19.** The OPERATOR shall deliver the courier items to the designated address, personally to the recipient, to a person representing the recipient by virtue of a power of attorney or by law, or to a person present at the recipient's address against signature on the address label (bill of lading) and/or delivery note. If the item is delivered to a person other than the recipient, the address label (bill of lading) and/or delivery note shall include the name of the person who received the item. The person receiving the item shall identify himself with an identity document.

#### **SECTION IV TIME LIMITS FOR DELIVERY**

**20.** The time limit for delivery of courier items shall depend on the settlement and/or country of destination.

**20.1.** Domestic courier items shall be delivered to the settlements in the OPERATOR's courier service network within the working day following the day of acceptance of the item.

**20.2.** International incoming courier items shall be delivered within the time limit stipulated in p. 20.1 after customs clearance, if required.

**20.3.** The time limit for delivery outgoing international items shall depend on the settlement and/or country of destination. A detailed list of time limits for delivery is indicated in Appendix 1 to GTC and on the OPERATOR's website.

**21.** In the cases of delivery of domestic and incoming international courier items, when the person was not found at the address, a notice inviting the recipient to appear at the OPERATOR's office shall be left, and, if possible, recurring delivery shall be arranged by phone. If the item is not delivered within 10 days, it shall be returned to the sender.

**22.** Domestic courier items that cannot be delivered because the recipients refuse to receive them or to pay the cash on delivery amount, or have moved to an unknown address or are not known at the stipulated address or have died or the stipulated address is insufficient or does not exist shall be immediately returned to the sender at his expense.

**23.** The recipient's refusal to receive the item and to pay the cash on delivery amount shall be certified by a signature on the address label (bill of lading) and/or delivery note accompanying the item, which shall be returned to the sender. The recipient's refusal to sign the above documents shall be certified by the OPERATOR's employee who delivered the item.

**SECTION V**  
**TIME LIMIT FOR RECOVERY OF SENDER'S CASH ON DELIVERY AMOUNT**

**24.** The cash on delivery amount shall be paid to the sender by postal money order within the following time limits:

**24.1.** Time for postal money order transfer - two working days after the day on which the amount is paid by the recipient.

**24.2.** Time limit for payment of the postal money order - up to 12 hours from the time of receipt of the money order at the post office making the payment within its working hours.

**25.** Amounts of postal money orders that have not been paid to the sender shall be kept by the OPERATOR at the disposal of the recipients for a period of three years from the end of the year, in which they were submitted. Upon expiry of this period such amounts shall remain with the OPERATOR and the official forms shall be destroyed by shredding.

**SECTION VI**  
**RIGHTS AND OBLIGATIONS OF THE USERS**

**26.** The users shall be entitled:

**26.1.** To receive in an accessible manner from the OPERATOR information on:

- a) the OPERATOR's technical requirements for the shape, dimensions, weight, packaging, etc., and for the manner of addressing the courier items, including by filling in indicative templates;
- b) the prices of the services;
- c) objects and substances prohibited to be placed in courier items;
- d) the requirements for submitting international items subject to customs clearance and information on the offices where international items subject to customs clearance are accepted;
- e) the compensation amounts;
- f) the time limit for accepting complaints;
- g) other requirements related to the service use.

**26.2.** To obtain quality performance of the services described in Section II.

**26.3.** To make complaints and to receive compensation accordingly.

**26.4.** Until the time of delivery of the item to the recipient, the sender shall be entitled to request, with a written application and against payment of additional fee:

- a) that an item submitted by him be returned to him;
- b) for a change of the recipient, address and destination of the item.

**27.** Senders shall:

**27.1.** Prepare the item in a form that meets the requirements of Section III of these General Terms and Conditions. In case of provision of international courier services, items shall be accompanied by the required export documents.

**27.2.** Prepay the price of the service, unless another method of payment is specified in an individual contract or in the cases where the service "at the recipient's expense" is used.

**27.3.** Pay the price of the courier service "at the recipient's expense" if the recipient refuses to pay for the item.

**27.4.** Provide true and maximum detailed information on the recipient.

**27.5.** Use the forms issued and provided to them by the OPERATOR.

**27.6.** Not place prohibited objects and substances in the items.

**27.7.** Senders shall be liable to the OPERATOR for any damage caused by their items to other items. Their liability shall be limited to the OPERATOR's liability to the persons whose items are damaged.

**27.8.** Senders shall be liable to the OPERATOR for any damage caused by their items to the OPERATOR's property or employees.

## **SECTION VII RIGHTS AND OBLIGATIONS OF THE OPERATOR**

**28.** The OPERATOR shall be entitled:

**28.1.** To request that the item be prepared in a form and packaging suitable for transportation that does not put the integrity or contents of other items at risk.

**28.2.** To refuse to accept items that do not meet the requirements of Section III or that contain any of the prohibited substances or materials described in Section VIII.

**28.3.** To receive compensation from users for any damage caused by their items to the OPERATOR's property or to other items.

**29.** The OPERATOR shall place in a prominent place accessible to the users in all offices where courier items are accepted and on its website information on:

- a) the technical requirements for items – shape, dimensions, weight, packaging, etc. and requirements for their addressing;
- b) the prices of the services;
- c) objects and substances prohibited to be placed in courier items;
- d) the requirements for submitting international items subject to customs clearance and information on the offices where international items subject to customs clearance are accepted;
- e) the compensation amounts;
- f) the time limit for accepting complaints.

**29.1.** To ensure that all users have equal access to the services provided.

**29.2.** To protect the confidentiality of correspondence during and after the provision of the service and shall fulfil the item security requirements and the conditions for monitoring and control of courier services imposed by the competent authorities, observing the rules of Ordinance 6 of 1 November 2011 on the postal security requirements (published in State Gazette No. 90 of 15 November 2011).

**29.3.** To notify the users as soon as possible of the restrictions to the provision of the services imposed by the competent authorities in extraordinary circumstances or in connection with the national security and defence of the country.

**29.4.** To provide the service paid by the user in accordance with these General Terms and Conditions and the individual contract, if such a contract has been signed by the OPERATOR and user.

**29.5.** To repack items with damaged packaging so as to keep their contents safe, observing the rules of Measures on Protecting Confidentiality of Correspondence (published in State Gazette No 101 of 18 December 2012).

**29.6.** In case of suspected presence of prohibited objects or substances in courier items, the OPERATOR shall obtain the Sender's consent to make an inspection. In case of refusal, the item shall not be accepted.

**29.7.** When there is sufficient reason to believe that an accepted courier item contains prohibited objects or substances, the OPERATOR shall retain the item and shall take action in accordance with the provisions of the Postal Services Act (PSA).

**29.8.** To submit international courier items containing goods subject to customs clearance to the customs authorities.

**30.** The OPERATOR shall not be responsible:

- a) for any damage or destruction of courier items as a result of force majeure within the meaning of Article 306 of Commerce Act;
- b) in the cases when courier items cannot be traced due to destruction of their related official documents by force majeure;
- c) in the cases when courier items are damaged and destroyed through the fault of the sender or due to the nature of their contents and inconsistency of their packaging;
- d) for courier items containing prohibited objects or substances, which were retained for these reasons by the competent authorities according to the established procedure;
- e) in the cases when due to incomplete or wrong address the courier item was delivered to another person;
- f) in the cases when the sender of a courier item has not submitted a written complaint within the time limit stipulated in PSA;
- g) for delayed or undelivered items due to incomplete or wrong address;
- h) for any delay or impossibility to deliver the items, if this is due to reasons caused by force majeure within the meaning of Article 306 of Commerce Act;
- i) under item insurance contracts concluded between senders and insurers, when the latter subrogate to the rights of the insured persons, according to Commerce Act, exceeding the compensation to which the sender or recipient is entitled pursuant to GTC.

## **SECTION VIII**

### **OBJECTS AND SUBSTANCES PROHIBITED FOR PLACEMENT IN COURIER ITEMS**

**31.** According to PSA, the following substances and objects shall not be placed in domestic and international courier items:

**31.1.** Narcotic, anaesthetic, psychotropic and poisonous substances.

**31.2.** Weapons, ammunition, pyrotechnics, explosives, flammable or other hazardous substances and objects.

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

**31.4.** Objects and substances which, due to their nature or packaging, endanger the life or health of the OPERATOR's employees or other persons, or which may contaminate or damage other items and postal equipment.

**31.5.** Religious materials of forbidden or not registered in our country sects and organisations.

**31.6.** Mobile cultural monuments without an issued licence or certificate.

**32.** Items, with the exception of those with insured value, shall not contain coins, banknotes, currency notes, traveller's checks, objects that bring value to the sender, platinum, gold, silver, processed or unprocessed precious stones and other valuable objects.

**33.** In addition to the substances and objects specified for domestic items, the international items shall not contain other substances and objects specified in international treaties, and objects, which import and distribution are prohibited in the country of destination.

## **SECTION IX COMPLAINT AND COMPENSATION PROCEDURES**

**34.** The OPERATOR shall pay compensation to the users of courier services in the cases of:

- a) lost, stolen or fully or partially damaged incoming and outgoing international courier items, with or without insured value and with or without cash on delivery;
- b) non-compliance with the time limits for delivery of courier items, according to these general terms and conditions;
- c) non-payment and non-compliance with the deadlines for payment of the cash on delivery.

**35.** The compensation for outgoing international courier items shall comply with the acts of EMS Cooperative to the Universal Postal Union.

**36.** The compensation for accepted reasonable complaints shall be as follows:

**36.1.** In case of non-compliance with the time limits for delivery of domestic courier items, 60 percent of the price paid for the service shall be returned to the sender.

**36.2.** In case of non-compliance with the time limits for delivery of outgoing international courier items, 20 percent of the price paid for the service shall be returned to the sender.

**36.3.** Compensation of BGN 6 per kilogram, but not more than BGN 36 shall be paid for any lost, stolen or damaged item without insured value, sent through domestic courier service.

**36.4.** The actual value of the damage caused, but not more than the insured value, shall be paid for any lost, stolen or partially or fully damaged item with insured value.

**36.5.** The actual value of the damage, but not more than SDR 30 shall be paid for an item containing documents and SDR 130 - for an item containing goods in case of any lost, stolen or partially or fully damaged item sent through international courier service.

**36.6.** The OPERATOR shall be liable to the cash on delivery amount in case of any uncollected amounts on cash-on-delivery courier items or amounts not transferred to senders on cash on delivery.

**36.7.** In case of non-compliance with the time limit for payment of cash on delivery amounts, the OPERATOR shall pay compensation to the sender equal to the price paid for the cash on delivery service.

**36.8.** In addition to the compensation referred to in p. 36.3, p. 36.4, p. 36.5 and p. 36.6, the prices paid for the service shall also be returned.

**37.** If the sender has specified incomplete or inaccurate address and/or if there is no telephone number to contact the recipient, the OPERATOR shall not be bound by the previously announced time limit for delivery of the item.

**38.** Users shall exercise their right under p. 36 by submitting written complaints to the OPERATOR.

**39.** Complaints shall be filed in any office providing courier services. A copy of the receipt proving that the item is submitted (when the complaint was made by the sender) and/or

the document proving the irregularities found at its delivery, if drawn up, shall be attached to the complaint.

**40.** The deadline for filing a complaint shall be six months and shall start to run from the date of acceptance of the courier items.

**41.** The OPERATOR shall notify the claimant in writing of the result of the investigation of the respective complaint within 1 month from the date of submission of the complaint for domestic courier items and within 3 months for international courier items.

**42.** If the complaint is considered reasonable, the compensation shall be paid within one month from the date of notification.

**43.** The OPERATOR shall be liable for any direct damages and for lost profits as a result of direct damages, in particular as a result of lost, damaged, stolen, handed over to unauthorised persons or delayed deliveries of domestic and international items.

## **SECTION X DISPUTE RESOLUTION PROCEDURE**

**44.** Disputes between the OPERATOR 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 XI OTHER SUBSTANTIVE CONDITIONS**

**45.** If it is impossible to return the item or the sender refuses to receive the returned item, the item shall be stored by the OPERATOR 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 the OPERATOR.

## **ENTRY INTO FORCE**

These General Terms and Conditions are issued on the basis of Article 21 of the Postal Services Act and consistent with decision No 94 of 6 March 2014 of the Communications Regulatory Commission. The general terms and conditions shall be published on the website of the OPERATOR and shall be placed in accessible places in the offices providing non-universal postal services.

## **BASIC DEFINITIONS**

**USER** shall mean any natural or legal person who uses courier services as a sender or recipient.

**SENDER** shall mean any natural or legal person who sends a courier item.

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

**SPECIAL DRAWING RIGHT (SDR)** shall mean a unit of account of the International Monetary Fund also used in the acts of Universal Postal Union.

**COURIER SERVICE** shall mean a postal service with added value exceeding that of the universal postal service. In addition to greater speed and reliability of acceptance, transfer



and delivery of the items personally to the recipient, the courier service guarantees the provision of all or some of the following additional services:

- a) collection from the sender's address;
- b) delivery by a certain date;
- c) possibility to change the destination and recipient on the move;
- d) notification of the sender of the item receipt;
- e) controlled monitoring and tracking of items;
- f) provision of personal services to the users and performance of the service "à la carte" (at the choice) in the required manner and within the necessary time ("on request" and "under contract").

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.

INTERNATIONAL COURIER ITEMS shall mean items originating from or destined for another country.

EMS shall mean the trademark of the OPERATOR under which international courier services are provided.

BULPOST shall mean the trademark of the OPERATOR under which courier services are provided on the territory of the Republic of Bulgaria.