

### GENERAL BUSINESS CONDITIONS OF GLS HUNGARY PERTAINING TO PARCEL DELIVERY AND MANAGEMENT

Appendix 1.

# Excluded objects and conditionally acceptable objects and their conditions of delivery

## 1. General rules

Depending on the mode of transport of the consignment, all consignments containing goods whose carriage by road, rail, sea or air is prohibited by law shall be excluded from the postal service.

**GLS Hungary** reserves the right to reject or stop the shipment of any parcel which contains goods that are prohibited by law, or which could cause damage to any other parcel, or which breaches these General Business Conditions or endangers the health or safety of its workers.

## 2. Objects excluded from service

The following items are excluded from carriage:

- goods packed inadequately and/or not in the standard forms of packaging customary in trade,
- official documents, medical prescriptions, consignments containing personal identification documents, vouchers,
- substances that are clearly harmful or dangerous to human life, health, bodily integrity, or the human environment,
- overweight or oversized consignments,
- strapped, glued, shrink-wrapped parcels,
- parcels sent in wooden crates or on pallets,
- perishable, infectious or repugnant goods,
- human remains, ashes,
- livestock and plants,
- consignments in sacks, bags, or loosely packed consignments,
- particularly valuable goods, such as cash, precious metals, documents of monetary value, drawn lottery tickets and similar items, genuine pearls, precious stones, or jewellery and precious-metal-plated jewellery,
- works of art, objects of sentimental value, numismatic objects,
- temperature-sensitive goods, medicines,
- ammunition, firearms, explosives and the like, including compressed air or carbon dioxide weapons, real weapons and imitations thereof, and parts thereof,
- narcotics and psychotropic substances,
- dry ice, radioactive materials,
- flammable or fire-hazardous materials,
- products labelled as harmless,
- products labelled as biologically hazardous,
- products with a label on them warning of an asbestos hazard,
- parcels addressed to the addressee's PO box or land-registry title number,
- in the case of export and import consignments, foodstuffs, goods subject to excise duty, alcoholic beverages and products containing alcohol, or tobacco products, or
- consignments with packaging that bears writing or images that are racist or obscene, or breach civil rights,
- corrosive substances (labels 8-9);



- non-flammable, non-toxic gases (label 2.2), bottles, pressurised containers, even if empty;
- acid batteries,
- and dangerous goods listed in the ADR (Agreement concerning the International Carriage of Dangerous Goods by Road) that may not be transported in excepted or limited quantities.

# 3. Different rules applicable to products and objects excluded from transport or that may only be carried subject to conditions, for parcels sent from or delivered to a GLS ParcelShop or deposited in a GLS ParcelLocker

In addition to or contrary to those specified in the General Rules, the following are excluded from dispatch:

- commodities listed in the ADR Convention (Regarding the International Transport of Hazardous Goods on Public Roads) as hazardous goods even in excepted or limited quantities;
- strapped, glued, shrink-wrapped parcels (including tires);
- large car body elements;
- buckets, cans, document rollers.

In the case of consignments that may only be carried subject to conditions, the Sender must contact **GLS Hungary** in advance in writing, using the <u>info@gls-hungary.com</u> e-mail address, to request GLS Hungary's express approval for the carriage of the product concerned. In the absence of this, **GLS Hungary** will exclude its liability for any loss, partial or total destruction or damage of the consignment. If a consignment that may only be carried subject to conditions that is dispatched by the Sender without **GLS Hungary**'s approval causes damage to another consignment, the injured party or, if **GLS Hungary** has already compensated the damage caused to the injured party, then **GLS Hungary** shall be entitled to claim damages from the Sender.

# 4. Special rules applicable to excluded objects in relation to the service ordered through the https://ecsomag.hu platform

In addition to or contrary to those specified in the General Rules, the following are excluded from dispatch:

- commodities listed in the ADR Convention (Regarding the International Transport of Hazardous Goods on Public Roads) as hazardous goods even in excepted or limited quantities;
- strapped, glued, shrink-wrapped parcels (including tires);
- large car body elements.

### 5. Special rules for export parcels

In the case of parcels of foreign destination, personal belongings, goods subject to excise and consumption duty, as well as goods accompanied by ATA Carnets are also refused for shipment. It is forbidden to dispatch products and goods that are prohibited under the statutory provisions (including resolutions and measures brought by the United Nations) of any member state of the European Union or of the originating, transit or destination country, or in respect of which any trade or economic restrictions or sanctions are in effect. Information regarding the special provisions of individual countries may be obtained from the given country's embassy or trade mission in Hungary.

**GLS Hungary** shall not be liable for any action taken by the country of destination if this was necessary because the Client (Sender) has ignored or failed to comply with the above requirements.



The Client is obliged to notify **GLS Hungary**, prior to dispatch, about any parcels with a value that exceeds EUR 5,000.

## 6. Consequences of Dispatching Excluded Items

The Client and the sender shall be responsible for ensuring that the consignment and its contents comply with the statutory regulations and the provisions of these General Business Conditions.

If the parcel is excluded from transport or it contains any product excluded from transport and this can be clearly established when the item is collected, GLS Hungary shall be obliged to refuse to provide the service or, if it is found out subsequently, it shall refuse to continue to provide the service. GLS Hungary does not examine the appropriateness of the contents of the consignment, such as whether the consignment or its contents are excluded from the postal delivery service or may only be carried subject to conditions.

If the sender sends the parcel through the <u>https://ecsomag.hu</u> site and places it in the GLS ParcelLocker (parcel pick-up), and the Service Provider becomes aware, when collecting the parcel from the GLS ParcelLocker, that the sender has sent an excluded product as indicated in these General Business Conditions or that the parcel itself is excluded from transport, the Service Provider will refuse further performance and contact the sender. The Sender is obliged to arrange for the transport of the parcel itself without delay if the parcel contains products excluded from transport, in particular products covered by the ADR. In the event of a breach of this obligation, the Service Provider shall be entitled to remove the parcel from the GLS ParcelLocker and to transport it to the location indicated by the Service Provider or to arrange for the transport or storage of the product covered by the ADR in accordance with the statutory provisions.

The additional costs incurred due to the returning of the parcels to the Sender or any other place, and due to any measures taken by authorities, shall be borne by the **Client** (sender). **GLS Hungary** shall not be liable for any failure to fulfil the postal service contract.

If the sender has already paid the fee for the service and the fact that the postal consignment or its contents are excluded from carriage is discovered after payment and after the Service Provider's performance has commenced, the Service Provider is not obliged to refund the fee already paid.