

## GENERAL CONDITIONS FOR THE PROVISION OF POSTAL SERVICES

**CARGUS S.R.L.** (hereinafter referred to as "**Provider**" or "**CARGUS**"), Romanian legal person, with registered office in Bucharest, 11 June Street no. 14, 4<sup>th</sup> district, Romania, registered at the Trade Registry Office under no. J2022004892407, sole registration no. RO3541906, tel: +4021/9330000, bank account no. RO61OTPV23000M175135RO01, opened at OTP Bank and bank account no. RO58RNCB0081104613950001, opened at BCR, represented by Mrs. Alexandra Bucşan and Mr. Nelu Gheorghită, acting as Directors, in the capacity of Postal Services Provider, informs about the following "**General Conditions for the Provision of Postal Services**", conditions concerning the following aspects:

1. Through the activity it develops, the Provider offers and provides to its Beneficiaries postal services having as object domestic and international postal shipments, both included in the sphere of universal service and not included in the sphere of universal service.

2. The conditions under which CARGUS provides postal services to its Beneficiaries are the following:

The collection of the postal consignment by CARGUS from the Consignor / Integrator is carried out by personnel at fixed access points serviced by CARGUS' staff or at the address indicated by the Consignor, by the courier (the Provider's personnel).

CARGUS does not collect postal consignments through automated collection systems (lockers).

- ✓ In the case of the collection of the postal consignment from the address indicated by the Consignor / Integrator, following the order placed by telephone or by filing the order form (online, at the access point, etc.), the Provider will be present within the time indicated by the Beneficiary (Consignor / Integrator) and at the address indicated by the Beneficiary and will collect from it the postal consignment to be delivered in accordance with the service chosen by the Beneficiary (Consignor / Integrator).
- ✓ The Provider will collect the postal consignments based on certain transport documents (Pre-printed "NT" Transport Notes, transport documents generated by e-Commerce applications and which can be used exclusively for this purpose), documents attesting that the postal shipment was collected by the Provider.
- ✓ The Consignor is responsible for the data it provides to the Provider in order to fill in the transport document.
- ✓ The Provider accepts the postal consignments submitted by the Consignor, properly packaged given the item it contains, with an opaque outer wrapping that does not allow the viewing of the contents, for example, in cardboard, metal, wood, plastic boxes, etc.
- ✓ Postal consignments containing fragile goods must be properly packaged by the Consignor, using a filling of wood chips, antishock polystyrene or other material that alleviates the mechanical shock (for example, bubble wrap) and must bear the inscription / label "*Fragile*".
- ✓ Detailed information and recommendations / instructions on the packaging of postal consignments are available on the CARGUS website, here <https://www.cargus.ro/wp-content/uploads/CG-packaging-methods-and-shipping-restrictions4.pdf>.

- ✓ The Provider undertakes to recognize and comply with the inscriptions / labels applied by the Consignor and to pay special attention in the handling and storage of the postal consignments thereto (for example, fragile).
- ✓ The Provider is not responsible for any alterations of the postal consignments by electromagnetic means or reasons (for example, demagnetization, X-ray scanning in security / customs procedures, etc.).
- ✓ The Provider does not accept the following postal consignments (postal consignments excluded from pick-up):
  - Postal consignments with packaging that shows inscriptions contrary to public policy or good morals, as well as postal consignments consisting of goods contrary to public policy or good morals, if they are submitted unpacked or in transparent packaging;
  - Postal consignments with old labels or inscriptions that have not been removed;
  - Postal consignments comprising goods whose transportation is prohibited by legal provisions, even for a part of the route (for example, but not limited to: explosive, toxic, flammable, psychotropic substances, drugs, weapons or parts thereof, ammunition, etc.); The detailed list of these goods can be found here <https://www.cargus.ro/wp-content/uploads/CG-packaging-methods-and-shipping-restrictions4.pdf>.
  - Postal consignments which comprise goods that, based on administrative, economic, health, veterinary, plant protection legal provisions and other similar legal provisions, impose the holding by CARGUS of special approvals or authorizations.
  - Postal consignments inscribed with the brand or trade name of other postal service providers distinct from those with whom CARGUS collaborates in order to provide the respective postal service (comprised within the operational chain of postal service delivery);
  - Postal consignments for which the Provider has not collected the logistics tax for handling extra-EU goods flows, in cases where such tax is due (the collection of the fee being a condition for acceptance of the postal consignment).
- ✓ The Consignor is responsible for the damages that may be caused to the Provider as a result of the introduction into the postal network of a postal consignment submitted closed which comprises goods (products, materials or values) prohibited by law.
- ✓ The Provider is not responsible for the content of the postal consignment collected closed.
- ✓ The Provider is obligated not to open the postal consignment collected closed, except for the following situations:
  - when, after collecting the postal consignment, it is undoubted that it contains goods prohibited for transport or which do not comply with the special transport conditions established according to the legislation in the field, namely the legislation of the states where the delivery is to be made or of the states to be transited;
  - when, after collecting the postal consignment, such has caused or may imminently cause damage to persons, to the environment, to the installations used or to other postal consignments; in this case, the

Provider can destroy the postal consignment in compliance with the applicable legislation and, if possible, to inform the Consignor, the contract being terminated by law. The burden of proof lies with the Provider;

- ✓ Postal consignments subject to the Cash on Delivery service will be collected by the Provider only if the Consignor has indicated correctly and completely, in addition to the consignee's identification details (first name and last name/the corporate name in the case of legal entities, as well as the full delivery address, phone number), all their identification details, namely the name or the first and last name of the Consignor, as applicable, the address where the money is to be delivered or the bank account where the money is to be deposited, as applicable.
- ✓ The number (minimum/maximum) of postal consignments that can be collected by the Provider (via a single order): minimum 1 (one) postal consignment - unlimited maximum (there are no restrictions in number), except for postal advertising services where the minimum number of items is 500 (five hundred).
- ✓ The Provider will perform 2 (two) free attempts to deliver the postal consignment, on consecutive working days.
- ✓ Upon delivery of the postal consignment, the Provider together with the consignee can mention, if the Consignee chooses so at the time of delivery, within the Transport Note or on the record of findings, possible observations of non-conformities of the postal consignment (packaging distortions, scratches, partial / total destruction of the postal consignment, etc.), but the absence of such a record in this respect will not prejudice in any way the user's right to submit a complaint within the legal term and, respectively, the favourable settlement of his complaint by the Provider.
- ✓ For the consignments subject to the Cash on Delivery or declared value services, the Provider will collect the postal consignment from the Consignor/Consignor's representative, only after the presentation of an identity document, as well as of an identity document of the depositor, accompanied, if the case, by a document/deed/written communication, etc., intended to confirm the capacity of the Consignor's representative.
- ✓ The delivery of postal consignments is made to the address indicated by the Consignor, i.e. the Consignee's address, to the fixed contact point served by CARGUS' personnel, or through CARGUS automated delivery systems (lockers).
- ✓ In the case of delivery to the consignee's address or to the fixed contact point served by personnel, the proof of the consignee's identity is the identity document. The proof of the identity of the person authorized to receive the postal consignment is his/her identity document, accompanied, if the case, by a document/deed/written communication intended to confirm his/her right to receive the postal consignment.
- ✓ The Provider uses additional methods to identify the Consignee, namely the application of the signature by the consignee or the person authorized to receive the postal consignment on the document or device provided by the Provider (e.g., NT, delivery slip) or the alphanumeric code (PIN) sent to them via SMS / email / notification (message) in the CARGUS MobileApp, prior to the delivery of the postal consignment. Applying the signature or the knowledge of the PIN by the consignee/authorized person, does not exclude his/her obligation to prove the identity by a relevant document, as provided above. The delivery of a postal consignment subject to a standard postal service cannot be conditioned on the application of the signature by the consignee or the person authorized to receive the postal consignment on the document or device used for this purpose by CARGUS, nor the provision of an alphanumeric code. Thus, if the consignee/authorized person refuses to apply

his/her signature on the document or device used for this purpose by CARGUS, or does not know the PIN, does not have it, or refuses to provide it to the Provider's personnel, the postal consignment will be delivered provided that the consignee/authorized person presents an identity document, accompanied, when applicable, by a document/deed/written communication intended to confirm their right to receive the postal consignment. CARGUS does not use the additional method based on the communication of the PIN or the application of the signature on the document or device provided by CARGUS (e.g., NT, delivery slip) or electronically in the case of postal consignments that are subject of the Confirmation of receipt service and Cash on Delivery service.

- ✓ The documents containing the signatures of receipt (in original, or, as the case may be, electronically) and / or the information related to the confirmation of delivery by using the PIN received by sms and / or e-mail / notification (message) in the CARGUS MobileApp will be kept for 9 (nine) months. The Provider does not deliver postal consignment to the mailbox.
- ✓ The Provider offers to the Beneficiary the option of electronical monitoring of the route of the postal consignments (track & trace) for the duration of the collection, sorting, transport or delivery of the shipments, via its platform available at <https://www.cargus.ro/personal/urmarest-coletul/>.
- ✓ The Provider will inform the Beneficiary, by any means of communication (telephone or in writing, via e-mail, via sms or via the tracking site), of any incomplete / wrong addresses that were written on the postal consignment, on its packaging.
- ✓ Except for the special delivery service, in case of impossibility to deliver postal consignments due to the absence of the consignee, the Provider will notify the consignee (on paper or via sms or via e-mail) and will keep the postal consignment at the contact point, in order to be handed over to the consignee, for a period of 5 (five) calendar days from the date of when the consignee received the notice, storage that does not involve additional charges.
- ✓ In the case of the impossibility of delivering registered postal consignments due to the non-existence of the consignee's address or the fact that there is no building or available service at the indicated address for receiving postal consignments, the Provider will notify the consignee by electronic means, insofar as the necessary data of the consignee is available for sending the notification via these means.
- ✓ If the data written on the postal consignment by the Consignor are incorrectly filled in or incomplete, making it impossible to identify the consignee / person authorized to receive the postal consignment, the Provider declines responsibility for any delays. The burden of proof lies with the Provider.
- ✓ The supplier can deliver the postal consignment to the recipient or the person authorized to receive it at automatic delivery systems ("lockers"), only if the recipient agrees to receive the postal consignment in this way, as well as with all the conditions for accessing this delivery option presented below;
- ✓ The option for delivery at automatic delivery systems (lockers) is only available for postal consignments weighing a maximum of 15 kg, with a maximum size of 40x37x60 cm and with a declared value/value of the cash on delivery, if the case, of maximum 1.000 RON (cumulative conditions); The consignor will offer the option of delivery to the addressee's locker only if the postal consignment respects, cumulatively, the maximum admitted dimensions and the conditions stated above;

- ✓ The addresses and location of Cargus' lockers are available in Cargus' contact and access points map, available at: <https://www.cargus.ro/point-location-romanian/>, in My Cargus webapp available at <https://mycargus.cargus.ro/> or in CARGUS Mobile app;
- ✓ The consignee will be notified via notification (message) within Cargus mobile app, e-mail and/or sms that the postal consignment has been deposited in the locker, indicating in this notification the date and time the consignment was deposited in the locker, the address of the locker, as well as the interval of keeping the postal consignment in the locker; the duration for the keeping of the postal consignment at the locker is of 48 hours, calculated from the time the notification/notice is sent to the consignee informing them that the postal consignment has been deposited in the locker.
- ✓ Through commercial contracts, individually negotiated with consignors, the possibility of extending the initial retention period can be established.
- ✓ In the case of unavailability of the automatic system, any period of unavailability of the automatic system will extend accordingly the pickup period established by CARGUS through the notification, the user being informed of this by CARGUS.
- ✓ The consignee can pick up the postal consignment from the locker at any time starting from the date and time of the notice (notification communication) and for the duration indicated in the notice communicated through Cargus mobile App, e-mail and/or sms (non-stop, on any day of the week);
- ✓ To access the locker, it is necessary (i) to download and install the Cargus mobile application available at: <https://www.cargus.ro/cargus-mobile-app-ro/> and configuration of a valid account within the application (ii) Internet connection of the mobile phone used, anytime between the timeframe between the delivery of the postal consignment at the locker and the moment of accessing the locker;
- ✓ A unique encrypted key will be generated as soon as the postal consignment has been delivered to the locker. This key is sent to the recipient's mobile application, as soon as he has access to mobile data. At the moment of receiving the encrypted key, the "Pick up now" button of the application will become visible in the application. The button will only work in the immediate vicinity of the locker.
- ✓ In order to access the locker, the recipient must connect the mobile phone with the locker, through the Bluetooth function of the mobile phone and to press "Pick Up Now" application button;
- ✓ The proof of the generation of the unique authentication key and the opening of the locker presumes the receipt of the postal consignment by the addressee and can be made available to the addressee, upon request;
- ✓ After the the locker's compartment's door is closed, in the CARGUS MobileApp, in the section corresponding to the postal item in question, the status will change to "Livrat/Delivered";
- ✓ The recipient is prohibited, during the time interval in which the locker is open, to carry out any other actions apart from picking up the postal item, respectively including, but not limited to placing any goods of any nature inside it, modifying, altering or physically damaging it in any way of the interior or exterior (by writing, mechanical deformation, etc.), making the locker compartment available to third parties, etc.; also, the recipient will close the locker's compartment door completely and correctly after use, without breaking it;
- ✓ The Consignee can choose to authorize another person to pick up the postal consignment on his behalf, in which case the authorized person will have to fulfill all the conditions of access and use in this regard;

- ✓ By choosing this delivery option, the Consignee expressly agrees to the terms of access and use of the locker.
- ✓ For the avoidance of any doubt, the lockers are the Provider's contact points (from where consignees/ authorized persons can pick up postal consignments); these do not represent access points, through which postal consignments can be entered into the postal network; therefore, any goods/envelopes/parcels deposited at the locker (at the time of picking up any postal consignment) are not considered to be postal consignments accepted by the Provider in the postal network, with all the consequences arising from this and the Provider is in no way responsible for them;
- ✓ The lockers do not have a display that allows recipients access to the locker compartments based on a QR code or PIN code, access being possible only through the CARGUS MobileApp;
- ✓ Lockers do not have a technical payment processing solution, therefore, for postal consignments delivered via lockers, all fees/costs (postal service fee, cash on delivery, insurance for consignments with declared value etc.) will be paid prior to pick-up of the postal consignment or, at the latest, at the time of picking up the postal consignment, but only via the CARGUS MobileApp.
- ✓ The conditions under which the CARGUS MobileApp can be accessed and used (for example, the prior installation of the application and its use throughout the operational chain of postal service provision) are available through the CARGUS commercial offer, as well as through the application's terms of use or the service provider's website.
- ✓ If the consignee/authorized person does not pick up the postal consignment from the locker within the specified period, CARGUS will notify the consignee with a notice regarding the expiration of the locker retention period and will keep the consignment at a contact point for delivery for a period of 5 calendar days from the date of the notification.
- ✓ The Provider will maintain the confidentiality of data and information regarding the Beneficiary, except for the cases expressly provided by the law (for example, following requests of public authorities addressed in accordance with the law, etc.).
- ✓ For the services having as object domestic postal consignments, the currency in which the tariff of the postal service can be paid, respectively the collection and payment of the amounts of money in the case of the Cash on Delivery service is the national Romanian currency, "*leu*" (RON). For the services having as object international postal consignments offered to customers with a negotiated contract, the collection and payment of the amounts of money in the case of the Cash on Delivery service can be also done in the local currency of the foreign country and / or in Euros, as mentioned in the relevant commercial offers (and provided that this service is available in the said countries according to the offers).
- ✓ The method of collection for the cash on delivery is either in cash or by electronic means and the method of payment for the cash on delivery is exclusively by electronic means, for both domestic and international postal consignments.
- ✓ The maximum values allowed by the Provider for the declared value and, respectively, for cash on delivery, in the case of postal consignments that are the subject of a declared value delivery service or of the Cash on Delivery service for domestic postal consignments are the following:

- RON 5,000.00 (for the Cash on delivery service, having as consignees legal entities).
- RON 10,000.00 (for the Cash on Delivery service, having as consignees natural persons).
- RON 23,000.00 (for postal items with declared value);
- RON 1,000 (for the Cash of Delivery service or for postal items with declared value, no matter what capacity has the consignee – for the delivery to a locker or to a Cargus contact point).
- ✓ The Confirmation of receipt service, Cash on Delivery services and Declared Value services for international postal consignments are offered and provided by CARGUS only insofar as there are written commercial contracts concluded between the beneficiary and CARGUS, based on individually negotiated offers (supplementary to the public offer). The maximum values accepted by the Provider for declared value and, respectively, for Cash on Delivery services, in the case of international postal consignments subject to a declared value service or Cash on Delivery services, are those established for domestic postal consignments (i.e., the equivalent of the maximum limit set in the local currency of the foreign country and/or in Euros). Through the contracts concluded between the parties, other conditions and higher limits may be established as set forth in the corresponding commercial contract.
- ✓ The Provider applies standard tariffs, as well as negotiated tariffs, established by agreements concluded with its Beneficiaries.
- ✓ The service tariff is applied/ paid in RON or in the currency agreed according to the negotiated contract, as the case may be, at the taxable weight of the respective postal consignments, to the largest of the real gravimetric weight (physical) of the shipment and the volumetric weight.
- ✓ The maximum allowed taxable weight of a postal consignment is 31 kg.
- ✓ The maximum length of one side of the shipment must not exceed 160 cm.
- ✓ The sum of the dimensions (L + l + h) of a shipment must not exceed 180 cm.
- ✓ The volumetric weight is calculated according to the formula: length x width x height (measured in centimeters) / 6000.

For services offered and provided to customers with a contract concluded based on negotiated offers, the weight and dimensions above may be different, according to the corresponding commercial conditions and in compliance with the applicable legislation.

- ✓ Payment of the tariff of the postal services is made at the time of placing the order or at the date of the deposit/collection of the postal consignment, unless the parties agree otherwise by contracts concluded in written form, based on individual negotiated offers.
- ✓ The payment methods of the postal service tariff are the following: cash or bank transfer or bank card.
- ✓ The quality conditions that the postal services that the CARGUS provides must meet:



Delivery times:

- Except for the Special Delivery service (in the case where the consignor has requested delivery on the date and time specified by them, to the indicated address), in the case of postal services having as object domestic postal consignments, the delivery times will not exceed 3 (three) working days from the collection, except for Sulina city, for which a maximum 5 (five) working days deadline starting collection will apply.
- If the Provider exceeds the delivery times for the special delivery postal services or which have associated the supplementary characteristic of the special delivery postal service, no matter if the said services have as object domestic or international postal consignments, the Provider will refund the difference between the tariff applied and the tariff for the standard service, as well as an additional 0.5% of the tariff applied for every 12 hours of delay.
- In case of the other services offered and rendered, Cargus is not responsible for the delay. Furthermore, Cargus is also not responsible for exceeding the deadlines set within the quality conditions outlined in this document.
- The Provider offers and provides postal services having as object international postal consignments, both in the EU / EEA and outside the EU / EEA.
- Except for the Special Delivery service (in the case where the consignor has requested delivery on the date and time specified by them, to the indicated address), in the case of international postal consignments collected from Romania and to be delivered to a recipient located in one of the states of the European Union or the European Economic Area (EU / EEA) or outside the EU / EEA, delivery times will not exceed 10 (ten) working days from collection. For customers with contracts concluded based on negotiated commercial offers, the Provider can establish different delivery times considering the delivery countries / zones, via the corresponding commercial contracts.
- The term in which the Consignor can request the proof regarding the deposit and delivery of the postal item subject to the declared value service, as well as the term in which he can request the proof regarding the deposit or delivery to the consignee of the postal item is 9 (nine) months from the date of collection of the respective item, both for domestic and international postal consignments.
- The requested proof, in the case of the declared value service, as well as in the case of the registered item service - will be communicated to the consignor / integrator within 30 (thirty) calendar days from such request through a method agreed with the consignor or the integrator (for example, e-mail), without any supplementary costs to the consignor's burden.
- The Provider offers and provides *Cash on delivery, Confirmation of receipt and declared value postal services* having as object domestic postal consignments, as well as international postal consignments – for the latter only based on contracts concluded based on individually negotiated offers.
- In the case of *Cash on Delivery* service having as object domestic and international postal consignments, the term for returning the value of postal items to the Consignor (amounts collected from the consignee) is a maximum of 5 (five) working days from delivery. In the case of *Cash on Delivery* service having as object international consignments offered and provided to customers under a concluded contract, deviations from this return deadline are possible, the specific return deadline being stipulated in the corresponding commercial contract.



- In the case of the *Confirmation of receipt* service having as object domestic and international postal consignments, the term for returning to the Consignor the proof regarding the delivery of the postal item, confirmed in writing by the consignee, is of maximum 5 (five) working days from delivery. If the Provider omits to return the acknowledgment of receipt, the postal consignment is considered lost, meaning that the Provider will grant compensation according to the applicable legal provisions, as well as the provisions of article 42 (7) of EGO no. 42 (7) remaining applicable.
- In the case of *Confirmation of receipt* service having as object international consignments offered and provided to customers under a concluded contract, deviations from this return term are possible, the specific return term being stipulated in the corresponding commercial contract.
- The Provider undertakes to return the postal consignment that could not be delivered to the consignees, for one of the reasons provided by law, to the address indicated by the Consignor/Integrator, at the Consignor's expenses, according to the tariffs indicated in the commercial offer. For postal consignments subject to return to the consignor, CARGUS will notify the consignor at the time of the attempted delivery of the postal consignment or upon the expiration of the retention period for collection from the automated delivery system (as indicated in the notice) and will retain the consignment at a contact point (automatic collection/delivery system or a fixed access/contact point served by staffed by personnel) for a period of 5 calendar days from the date of notification, pending handover. The conditions provided above regarding the procedures and notification methods in cases of impossibility to deliver to the consignee (or authorized person) for the initial delivery attempt (outbound) apply correspondingly to postal consignments subject to return to the consignor/integrator.
- The return term is of maximum 2 (two) working days, in case of domestic postal consignments, respectively of 6 (six) working days, in case of international postal consignments, term that is calculated, as the case may be, from the expiration date of the notified storage period or from the date of the delivery attempt. These return terms may be modified through appropriate commercial contracts, the return terms being specified in the respective commercial contracts.
- The term for keeping the postal consignments that could not be handed over to the consignee, neither returned to the consignor is 9 (nine) calendar months calculated from the date of submission of the postal consignment. After the expiration of this deadline, the property of the postal consignments which have not been claimed is transferred from the Consignor to the Provider.
- The settlement of complaints received from Beneficiaries / Users (Consignors / consignees) in connection with the services provided by the Provider is done according to the "*Complaints Resolution Mechanism*".

#### **Complaints resolution mechanism:**

The adequate system of compensation/ reimbursement of the damage in case of complaints submitted by the Beneficiaries petitioners (consignors or consignees) regarding the postal services having as object domestic and/or international postal consignments offered or provided by CARGUS is based on the following stages:

- ✓ The complaint can be submitted both by the consignor and by the consignee.
- ✓ The complaint can be addressed, within 6 (six) calendar months, calculated from the date of submission of the postal consignment, through the communication methods below:

- in writing, either via email (to the address [sesizari@cargus.ro](mailto:sesizari@cargus.ro)), by any postal service or by submitting the complaint to the registered office of the Provider or to any fixed access / contact points served by staff;
  - via telephone through the Customer Relations Department of CARGUS, at +40219330 or +040219282.
- The complaint must be documented and the petitioner must provide all data on the event that is the subject of the complaint and attach exclusively the evidence corresponding to the claimed event, of contact details (inclusively of an e-mail address, to the extent to which the filing/the transmission of the complaint is made via e-mail of a postal service), as well as the bank details, if, in case of a complaint solved favorably, the petitioner requests payment of compensation in a bank account.
  - Thus, depending on the event that is the object of the complaint, CARGUS accepts copies of the relevant documents related to the claimed event, such as: copy of the invoice or receipt attesting the payment of the service, copy of the Minutes of finding the damage for those situations in which the finding / recording of the destruction / damage of the postal item was made by the consignee / consignor, as the case may be, at the moment of receiving the postal consignment from the supplier, the destroyed / damaged good which is the subject of the postal consignment, the (original) packaging of the postal item, etc.
  - The CARGUS Provider, through the Customer Relations Department, confirms the receipt of the complaint by allocating for each complaint received / registered a unique registration number and, respectively, by communicating it to the petitioner, depending on the method of transmission to CARGUS, as follows:
    - personally - by handing it, upon submission, in case of complaints submitted / addressed personally, at the registered office or at the fixed access / contact points served by personnel of the Provider,
    - by telephone, on the spot, at the moment of receiving (registering) the complaint, when it was made by phone,
    - in writing, via e-mail, within a maximum of 1 (one) working day from the filing (sending) of the complaint via e-mail, if the complaint was received by email,
    - in writing, on paper, which will be sent through a postal service or by email, depending on the request of the petitioner within a maximum of 1 (one) working day from the filing (sending) of the complaint, if the complaint was received in writing, on paper, through a postal service.
  - In accordance with the legal provisions, the term for solving the complaints is of maximum 3 (three) calendar months, calculated from the date of filing the complaint.
  - If the user's complaint (natural or legal person) proves to be substantiated, he will be asked for the compensation invoice or the bank information necessary for granting the compensation (exclusively in the case when the same have not been provided at the moment of the filing of the complaint), if he requests the payment of the compensation by bank transfer. If the User requests payment in cash, the payment will be made at the fixed access / contact point served by personnel chosen by it/him. In all cases, in case of substantiated complaints, Cargus shall grant the compensation without any express request of the user to this respect.
  - The Provider will grant compensation in maximum 30 (thirty) calendar days from the date of favorable completion of the analysis of the complaint, without exceeding, however, the term of 3 (three) calendar months mentioned above, by transfer to its bank account the equivalent value in lei of compensation or by paying it in cash, at the Cargus Cashier located at one of the fixed served by personnel contact points of Cargus, depending on the request of the petitioner.

- In case of substantiated claims, the Provider will grant compensation in the above terms and conditions, by law, without the need for any express request from the user.
- In all cases, the term for submitting the preliminary complaint or for filing the request for summons is 1 (one) year. The mentioned term is a prescription term and runs from the date of submitting the postal consignment.

### **Provider's limit of liability**

The Provider's liability for any theft, loss, total or partial destruction, total or partial damage of domestic postal consignments, including in the case of those returned to the consignor, as well as for non-compliance with the quality conditions of the services is as follows:

#### **a) in case of theft, loss or total destruction:**

1. with the full declared value, for a postal consignment which is the subject of a declared value service, including whether or not that postal consignment is the subject of a cash on delivery service;
2. with the value of the cash on delivery, for a postal consignment that is the subject of a cash on delivery service without declared value;
3. with the amount representing 5 times the service tariff, for postal consignments that are not the subject of a delivery service with declared value or of a cash on delivery service.

#### **b) in case of loss or partial destruction or damage:**

1. with the declared value for the missing, destroyed or damaged part or with the share corresponding to the missing weight of the declared value, for the postal consignments that are subject to a declared value service;
2. with the amount representing 5 times the service tariff, in case of partial loss, partial destruction or damage of the postal consignments that are not subject to a declared value service.

c) in case of a shipment that is the object of a cash on delivery service, the Provider is liable with the full value of the cash on delivery for the situation in which he did not return to the Consignor its full value or with the corresponding difference up to its full value, if the cash of delivery amount was partially collected from the recipient.

- In case of theft, loss or total destruction of the postal consignment, apart from the compensations provided above, the Provider refunds to the Beneficiary also the fees collected for providing the claimed postal service (whose object is the postal consignment in respect of which the complaint was made).
- To the amounts provided in letters a) and letters b) above the penalizing legal interest is added and will be calculated from the moment of the filling of the preliminary complaint or, as the case may be, of the filling the request for summons, regardless of which of these moments intervenes first.
- The complete loss of content is equivalent to the loss of the postal consignment.

- In case the Consignor has declared a lower value of the postal consignment than the real one, the compensation is at the level of the declared value.
- In case of non-performance of the services that represent additional characteristics of the postal services, nominated by the Consignor through special indications, only the tariffs collected in addition to the applicable tariff for the standard postal service are refunded.
- In case of loss of proof regarding the delivery of the registered postal consignment, confirmed in writing by the consignee, the Provider has the obligation to prepare and make available to the Consignor a duplicate of the proof of delivery.
- The Provider is not liable for indirect damages (prejudice) and unrealized benefits, which are not compensated.
- The granting of compensation cannot be conditioned by the transfer of ownership of the goods subject to the respective postal shipment to the postal service provider. By exception, for postal shipments subject to declared value services or Cash on Delivery services, compensation for loss, theft, or total destruction of these shipments may be granted provided that the ownership of the item subject to the shipment is transferred.
- If service was provided by multiple providers, if Cargus is the provider that delivered or attempted to deliver the postal consignment, Cargus is obliged to forward any received complaints to the Provider who initially handled the postal shipment.
- In the event that the service was provided through the exclusive resale of postal services, and Cargus was the provider that delivered or attempted to deliver the postal consignment, Cargus is obliged to forward any received complaints to the provider who resold the postal service. The exclusive reseller of postal services is then obligated to receive and resolve the preliminary complaints addressed by the user who considers themselves harmed by the non-performance or improper performance of the postal service.

The postal service provider is exempted from liability in the following situations:

- a) the damage occurred as a result of the action of the consignor or the consignee;
- b) the consignment was received without objections by the consignee, except for complaints regarding the loss, theft, damage or total or partial destruction of the content of the postal consignment;
- c) the damage occurred as a result of a case of force majeure or fortuitous event; in this case the consignor is entitled to a refund of the paid tariffs, except for the insurance tariff;
- d) the user does not have a service in place for receiving postal consignments (e.g. a registry).

The Provider is responsible for international postal consignments, including in the case of those returned to the consignor, in accordance with the applicable national legislation for domestic postal shipments.

If the delivery of postal consignments collected by CARGUS is made by another provider, the liability towards any Beneficiary is always born by CARGUS company.

By the decision taken by the CARGUS Management, the Provider may conclude service contracts with subcontractors or other authorized postal service providers, including postal service resellers, the extent of the rights and obligations of the parties being found in the written form of the contract between the parties, without prejudice of the legal provisions in the field of postal services.

These general conditions for the provision of postal services are applicable as of 01.01.2026.

PROVIDER  
**CARGUS S.R.L.**

By Mrs. Alexandra Bucșan  
Director

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And by Mr. Nelu Gheorghîță  
Director

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