

# COMMERCIAL OFFER

## DEDICATED TO CUSTOMERS WITHOUT A CONTRACT

# CARGUS S.R.L.

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# Welcome!

Cargus presents the Commercial Offer 2025 applicable to customers, natural or legal persons, without a negotiated and concluded contract and the General rates of postal services offered to these customers. We hope that this Commercial Offer will be a useful source of information on how we work with you, our partners, and support you in growing the business you represent.

We are convinced that after reading the document you will find the right service without any problems and the whole process of transport organization, invoicing and solutions, including business, will be even easier.



## Navigate success with Cargus! We create innovative and sustainable solutions, inspired by you

We do this by offering constant support to our customers and consumers, as well as to local communities and organizations. Tens of millions of parcels arrive at their beneficiaries fast and safely due to a national network and to the people who set it in motion.

Our logistics and skilled staff, combined with the latest IT solutions, are a sure guarantee that our customers' needs are met.

# WHY CARGUS?

## Solutions to suit every need,

having a comprehensive commercial offer

## 50,000+

business customers have chosen us as their professional logistics partner for over 30 years

## #1 in customer satisfaction

survey conducted by the National Authority which supervises Romanian postal operators (ANCOM) in 2021

**EcoVadis Silver Medal** 

 the only courier company certified by EcoVadis, showing

our committment & sustained



## Best mobile app

of a courier company (Romanian Courier & Postal Business Awards GovNet Gala in 2021 & 2022)

## Most innovative Service/Product

in the courier industry for SIGN & GO (Romanian Courier & Postal Services Business Awards GovNet Gala in 2023)

## **Quality services**

(ISO 9001:2015 standard for courier activities carried out nationally and brokerage of courier activities internationally)

## Most impressive business evolution

efforts to sustainability

management

(Romanian Courier & Postal Business Awards GovNet Gala in 2022)

## **Best Contact Center**

(internal / medium sized and best Telesales department, as well as several other awards, honoured at Romanian Contact Center Awards 2022)









#### **1.DEFINITIONS USED IN CARGUS OFFER**

Definitions in this offer are given the meaning specified in bold below unless the context indicates that certain terms should be given a different meaning.

"Piece" - a single postal shipment;

"Shipment" - one or more pieces (with a maximum weight per piece of 31 kg), sent under the same waybill ("AWB").

"Packing methods and goods prohibited or restricted to transportation" – document including the packing methods and goods prohibited and restricted to transportation, available on <a href="https://www.cargus.ro/wp-content/uploads/CG-modalitati-de-ambalare-si-restrictii-la-transport\_ENG.pdf">https://www.cargus.ro/wp-content/uploads/CG-modalitati-de-ambalare-si-restrictii-la-transport\_ENG.pdf</a>

"General rates for occasional senders" – the list of general rates for the provision of services by CARGUS to the recipients of this offer, namely customers without a contract concluded with CARGUS, as provided in this offer under chapter 5 General rates for occasional senders.

"Occasional senders" - natural persons or legal entities without a contract concluded with Cargus S.R.L.

"Loco" means the delivery within the same town/village/commune as the dispatch location of the postal item/.

"National" means the delivery within the territory of Romania, but to another town/village/commune than the dispatch location of the postal item.

"Door-to-door" means the pick-up of a postal item from the sender's address and delivering it to the recipient's address.

"PUDO-to-door" means the collection of a postal item from the sender at a CARGUS SHIP & GO point and delivery to the recipient's address.

"PUDO-to-PUDO" means the collection of a postal item from a Ship & Go Point and delivery to selected Ship & Go Point.

The "**CARGUS SHIP & GO network**" consists of CARGUS SHIP & GO points (own and partner access/contact points served by staff) and automated delivery systems, hereinafter referred to as "lockers" (contact points not served by staff), available on the website: <u>https://www.cargus.ro/point-location-romanian/.</u>

"**Decision no. 925/2023**" represents Decision no. 925/2023 issued National Authority for Management and Regulatory in Communications regarding the general authorization regime for the provision of postal services.

#### **TYPES OF SHIPMENTS**

• **"Envelope"** - postal item with a total weight of up to 1 kg (including the weight of the packaging); this type of postal item can only contain documents;

• **"Flyer**" – shipment packed in a plastic bag for transport in A4 or A3 format;

• **Standard shipment** - a shipment that is (i) standard in shape (i.e. compact and regular - in the form of a parallelepiped or square) and (ii) standard in size and weight (i.e. within the maximum sizes and weights allowed);

• **Maximum sizes allowed** - The size of the longest side may not exceed 160 cm and the sum of the sizes may not exceed 180 cm.

• **Maximum weights allowed** - the maximum weights allowed indicated in this offer for each individual service;

• **"Atypical shipment"** - a shipment which has a non-rectangular shape, i.e. which is not parallelepipedal or square-shaped and which is not compact and regular. An atypical shipment includes, for example, round, cylindrical or oval-shaped elements; with irregular shapes and/or protruding elements; non-uniform items; placed in bulk packaging.

- "Oversized shipment" a shipment with the following characteristics:
- the maximum dimension of a side of more than than 220 cm and/or
- the sum of the dimensions of all sides of more than than 280 cm

#### Example of standard shipment

- $\checkmark$  The size of the longest side may not exceed 160 cm and the sum of the sizes may not exceed 180 cm.
- √ a + b + c <= 180 cm
- $\sqrt{}$  a, b and c <= 160 cm

#### Example of atypical shipment

 $\checkmark$  Round, cylindrical or oval-shaped items, irregularly shaped or where the sum of its dimensions exceeds 180 cm but does not exceed 280 cm or the dimension of one side exceeds 160 cm but does not exceed 220 cm

 $\sqrt{a + b + c > 180}$  cm but <= 280 cm

 $\checkmark$  a, b and c > 160 cm but <= 220 cm

Example of oversized shipment

 $\sqrt{a + b + c > 280}$  cm

 $\sqrt{a}$ , b and c > 220 cm

**Volumetric weight** - The volumetric weight is calculated by the formula below: [length cm (a) x width cm (b) x height cm (c)]  $\div$  6000

Rates of services for standard shipments are charged/paid in RON, at the taxable weight of shipments. Taxable weight shall mean the highest value between the physical weight (gravimetric) and the volumetric weight.

#### Cargus S.R.L. does not accept atypical or oversized shipments for the services offered under this offer.

All customers must comply with all the requirements of the document "Packing methods and Goods prohibited and restricted to transport", available at <u>https://www.cargus.ro/wp-content/uploads/CG-modalitati-de-ambalare-si-restrictii-la-transport\_ENG.pdf</u>.

#### **FUEL INDEX**

Cargus S.R.L. has the right to update its Basic Price List with the changes in fuel price. The information on the applicable fuel index is published on the company website: <u>https://www.cargus.ro/en/fuel-index/</u>.

## **2. CORE SERVICES**

#### **CLICK & COLLECT<sup>1</sup>**

It is a national service involving the collection, sorting, transport and delivery of envelopes (maximum 1 kg) and parcels (maximum 15 kg), with the maximum sizes allowed indicated below. The postal item is deposited by Consignor in CARGUS SHIP & GO Network (own and partner access/contact points served by staff) and delivered (i) either at the address indicated by the consignor (PUDO—to-door) or via CARGUS SHIP & GO Network (PUDO-to-PUDO) or lockers, available all over the Romanian territory, map of locations can be consulted on the website <a href="https://www.cargus.ro/point-location-romanian/">https://www.cargus.ro/point-location-romanian/</a>) according to the consignor's option.

Accessibility	<ul> <li>The service is available to all CARGUS customers who use the mobile and web applications or who place orders at SHIP &amp; GO's own contact points or by phone through the Contact Center;</li> </ul>
Number of pieces	<ul> <li>The service does not allow multiple pieces to be shipped; thus, each piece will be considered as a stand-alone shipment;</li> </ul>
Specifications: Weight, Dimensions, and Shape	<ul> <li>The maximum chargeable weight allowed of a postal item is 15 kg;</li> <li>The maximum parcel sizes (L+W+H) must not exceed 40x37x60 cm for postal items processed through a CARGUS SHIP &amp; GO point or locker;</li> <li>If the parcel exceeds the maximum chargeable weight allowed and/or the maximum sizes allowed, but these sizes correspond to the maximum allowed weight/size of Standard Service, the shipment can be accepted into the network, treated and charged as such; However, If the parcel exceeds the maximum chargeable weight allowed and/or the maximum sizes allowed also for Standard service, the shipment will not be accepted in the CARGUS postal network;</li> <li>The parcel postal item must be of regular shape (parallelepiped or square);</li> </ul>
Availability	<ul> <li>The CARGUS SHIP &amp; GO network is available all over the Romanian territory, the map of locations can be consulted on the website:</li> </ul>
	https://www.cargus.ro/point-location-romanian/
Billing	<ul> <li>Rates apply to the following 4 (four) categories of dimensions:</li> <li>Small: 60X37X3 cm</li> <li>Medium: 60X37X10 cm</li> <li>Large: 60X37X20 cm</li> <li>Extra-large: 60X37X40 cm</li> </ul>
Collection and delivery info	<ul> <li>90% of the shipment volume is delivered the next working day, and the remaining volume is delivered in 2-3 working days<sup>2</sup> starting the collection. For precise time in transit calculation, we recommend consulting the information available at the following link: <u>www.cargus.ro/estimare-livrare</u>.</li> </ul>

#### **Characteristics:**

<sup>&</sup>lt;sup>1</sup> This service is a registered item service according to article 4 (1) i of the Decision no. 925/2023.

<sup>&</sup>lt;sup>2</sup> Except for deliveries in Sulina, for which the delivery term is 5 days.

Payment	<ul> <li>Payment of the transport fee can be made only by the sender.</li> </ul>
	<ul> <li>If the recipient does not pick up the postal item during the time limit of 5 (five) working days, the parcel will be returned to sender.</li> </ul>
	Network is 5 (five) working days starting the date of the storage notice of the consignee.
	The time limit for keeping the postal item in the CARGUS SHIP & GO
	• CARGUS is not liable for non-compliance with the delivery deadline;
	of Postal Services.
	received by sms and/or email or by scanning the QR code displayed within the Cargus Mobile app, as detailed in the General Conditions of Provision
	points/lockers by providing the waybill number and confirming the PIN
	The recipient can pick up an item from Cargus Ship and Go access
	SHIP & GO contact points and lockers mentioned on the CARGUS website at the address indicated above.
	delivery of Shipments. Delivery of postal items is conducted at all CARGUS
	CARGUS SHIP & GO access points, with lockers exclusively allowing the
	<ul> <li>The pick-up of postal items for shipping is only carried out within the</li> </ul>

The full list of service/supplementary characteristics associations can be found in section 3.6.

#### THE STANDARD SERVICE<sup>3</sup>

It is a national service involving the collection, sorting, transport and delivery of envelopes (maximum 1 kg) and parcels (maximum 31 kg) with delivery to the recipient's address. **Characteristics:** 

Accessibility	<ul> <li>The service is available to all CARGUS customers who use the mobile and web applications or who place orders at SHIP &amp; GO's own contact points or by phone through the Contact Center;</li> </ul>				
Number of pieces	<ul> <li>Within this commercial offer, the service does not allow multiple pieces to be shipped; thus, each piece will be considered as a stand-alone shipment;</li> </ul>				
Specifications:	• The maximum admitted length of the longest side of the parcel must not exceed 160 cm;				
Weight,	180 cm;				
Dimensions, and Shape	<ul> <li>The parcel postal item must be of regular shape (parallelepiped or square);</li> <li>The volumetric weight is calculated by the formula: length x width x height (measured in centimetres) / 6000;</li> </ul>				
Availability	<ul> <li>The service is available for all locations in Romania, according to CARGUS coverage area, of which details may be found on: <u>https://www.cargus.ro/wp-content/uploads/Aria-de-acoperire-Cargus.pdf;</u></li> </ul>				
Billing	<ul> <li>For billing, the maximum between the physical and volumetric weight is considered;</li> <li>The minimum billable unit is 1 kg (the weight is rounded up when the weight exceeds 0.1 grams); If the parcel exceeds the maximum chargeable weight allowed and/or the maximum sizes allowed, the shipment will not be accepted in the CARGUS postal network;</li> </ul>				

<sup>&</sup>lt;sup>3</sup> This service is a registered item service according to article 4 (1) i of the Decision no. 925/2023.

Collection and delivery info	<ul> <li>The delivery is carried out in a "Door-to-door" or PUDO-to-door" regime;</li> <li>90% of the shipment volume is delivered the next working day, and the remaining volume is delivered in 2-3 working days<sup>4</sup>. For more precise time in transit calculation, we recommend consulting the information available at the following link: <u>www.cargus.ro/estimare-livrare</u>.</li> <li>The service involves 1 (one) free delivery attempt to the address indicated by the sender.</li> <li>Delivery is made, as appropriate, after the recipient has signed the delivery slip, by confirming the delivery PIN received by sms and/or email or by scanning this PIN in the graphic form of a QR code displayed in the Cargus Mobile app, according to user's option, where applicable.</li> <li>CARGUS is not liable for non-compliance with the delivery deadline. If the delivery of the postal item was not achieved, the item is then kept at a CARGUS contact point for a period of 5 working days starting the date of the storage notice of the consignee. If in this period, the recipient does not pick up the postal item, the parcel will be returned to sender according to the General Conditions for the provisions of postal.</li> </ul>
Payment	<ul> <li>Payment of the transport fee can be made only by the sender.</li> </ul>

The full list of service/supplementary characteristics associations can be found in section 3.6

#### **3. VALUE – ADDED SERVICES**

#### **3.1 SPECIAL DELIVERY SERVICES**

#### "PRE 10 AM"<sup>5</sup>

It is a national "door-to-door" postal service in the, which consists of CARGUS picking up the postal item (envelopes and/or parcels) and delivering it to the recipient at the address indicated by the sender, on the second working day after collection, by 10.00 AM.

#### **Characteristics:**

- The coverage is presented in the Annex of localities serviced by the PRE 10 AM Service, details being available on the website <u>https://cargus.ro/wp-content/uploads/Cargus-lista-localitati-serviciu-PRE10AM.pdf</u>;
- If the delivery time is exceeded, CARGUS will refund the difference between the applied tariff and the tariff for the Standard service, as well as an additional 0.5% of the applied tariff for every 12 hours of delay;

The full list of services/supplementary features associations can be found in section 3.6.

#### "PRE 12 AM"<sup>6</sup>

It is a national "door-to-door" postal service, which consists of CARGUS picking up the postal item (envelopes and/or parcels) and delivering it to the recipient at the address indicated by the sender, on the second working day after collection, by 12:00 PM.

#### **Characteristics:**

<sup>&</sup>lt;sup>4</sup> Except for Sulina, which has a transit time of 5 days

<sup>&</sup>lt;sup>5</sup> This service is a special delivery service, according to article 4 (1) g of the Decision no. 925/2023.

<sup>&</sup>lt;sup>6</sup> This service is a special delivery service, according to article 4 (1) g of the Decision no. 925/2023.

- The coverage is presented in the Annex Localities CARGUS PRE 12 AM Service, details being available on the website <u>https://cargus.ro/wp-content/uploads/Cargus-lista-localitati-</u> <u>serviciu-PRE12AM.pdf</u>;
- If the delivery time is exceeded, CARGUS will refund the difference between the applied tariff and the tariff for the Standard service, as well as an additional 0.5% of the applied tariff for every 12 hours of delay;

The full list of service/supplementary features associations can be found in section 3.6.

#### THE "SATURDAY DELIVERY"<sup>7</sup>

It is a national "door-to-door" postal service consisting of Saturday delivery of postal items collected from senders on Friday.

#### **Characteristics:**

- It is offered by selecting the Saturday delivery option, which can be found on the Waybill
- The collection/delivery is done according to the Annex Localities Saturday pick-up/delivery area, available on: https://www.cargus.ro/wp-content/uploads/Livrare-sambata.pdf .
- If the delivery could not be made for reasons attributable to CARGUS, the fee for this service will be refunded. The fee for this service shall not be refunded if the delivery could not be made for reasons beyond the control of CARGUS;

The full list of services/ supplementary features associations can be found in section 3.6.

#### **3.2 DECLARED VALUE SERVICE**

It is a declared value service that involves insuring the collected postal items against loss, theft, total or partial destruction, or damage, for an amount not exceeding the declared value by the sender. Additionally, upon request, following the deposit or delivery of the postal item, it provides proof of depositing the postal item or delivery to the recipient, without the written confirmation from the recipient.

#### **Characteristics:**

- Its objective is to extend CARGUS's liability limit;
- Maximum declared value: RON 23.000/postal item, except when associated with the supplementary characteristic of delivery of Pudo-to-Door or Pudo-to-Pudo pertaining to CLICK&COLLECT Service, case in which the maximum value is RON 1,000;

The full list of service/supplementary features associations can be found in section 3.6.

#### **3.3 CASH ON DELIVERY SERVICE**

It is a cash on delivery service that involves the payment by the recipient to the sender, via the CARGUS postal network, of the value of the good that is the subject of the postal item (envelopes and/or parcels) registered by the postal services provider.

#### Characteristics:

- Maximum value of the cash on delivery is RON 5,000 for the cash on delivery service intended to legal entities & RON 10,000 for cash on delivery services intended to natural persons.
- The deadline for returning the collected cash is maximum 5 (five) working days from the delivery;
- The deadline for returning a parcel refused by the recipient is maximum 5 (five) working days from the refusal;

<sup>&</sup>lt;sup>7</sup> This service is a special delivery service, according to article 4 (1) g of the Decision no. 925/2023.

- The sender must enter correctly and completely all his identification data on the transport document by filling in all the relevant boxes of the transport document;
- The return of the cash on delivery value is exclusively made in the collector account;
- When associated to any other service or supplementary feature, the main service according to article (7)2.2.7 on Annex no. 1 of the Decision no. 925/2023 will always be Cash on Delivery Service.

#### The full list of service/supplementary feature associations can be found in section 3.6.

#### **3.4 ADDITIONAL FEATURES**

#### PARCEL OPENING ON DELIVERY

It is an additional feature that allows the recipient to open and visually (not technically) check the contents of the postal item for a maximum of 5 (five) minutes before delivery. The features is accessed by ticking the appropriate box on the transport document.

#### **Characteristics:**

- The postal item to be opened must be capable of being closed and sealed (e.g. in cardboard boxes) after the visual inspection;
- If, after the visual inspection of the integrity of the packaging, the recipient agrees to receive the parcel, before the actual opening of the shipment, he shall clearly indicate his name and surname on the delivery slip and sign for acceptance;
- If, after opening the parcel, the recipient finds that the product ordered does not correspond to what was requested, is not in perfect delivery condition and shows signs of impact, scratches or other aesthetic problems, the recipient shall have the right to refuse the receipt;
- To refuse the receipt of the shipment, the recipient must fill in a Record of Findings in the presence of the courier at the time of delivery. This document cannot be filled in after the courier has left;
- Once the recipient has refused to accept the shipment and has signed the delivery slip, the courier will seal the shipment and return it to the sender;
- If a shipment contains more than one product, and after opening the parcel(s) on delivery the recipient finds that one of the products is not in perfect condition and decides to refuse it, the procedure involves the return of all the products delivered;

The full list of service/supplementary features associations can be found in section 3.6.

#### PARCEL COLLECTION FROM THE ADDRESS

It is an additional feature consisting in the option offered to the customer to request that a CARGUS courier collects the package from the address indicated by the customer, within maximum 3 working days starting the registration of the customer's request.

This additional feature can be associated only with the CLICK & COLLECT service.

#### **3.5 ADDITIONAL FEES**

#### **EXTENDED AREA**

This is an option consisting of the possibility for the sender to request the delivery outside the Cargus coverage Area. The list of localities where extended area is applied is accessible on the web link: <u>https://www.cargus.ro/wp-content/uploads/Cargus-lista-localitati-extended-area.pdf</u>

#### **RETURN TO SENDER**

It involves returning a postal item to the original sender if case of failed delivery attempt.

- If the postal item could not be delivered following the delivery attempt, Cargus shall inform the recipient and keep the postal item at the point of contact for delivery to the recipient for a period of 5 (five) calendar days from the date of notifying the recipient, period that does not involve additional charges. Cargus undertakes to return the postal items that could not be delivered to the recipients, for one of the reasons provided by the law, to the address indicated by the sender or to the point of contact, depending on his request, at the expense of the sender, according to the tariffs in this commercial offer.
- The return period shall be no more than 2 (two) working days, in case of domestic postal items, or 6 (six) working days, in case of international postal items, a period which shall be calculated, as applicable, from the expiry date of the retention period noticed or from the date of the attempted delivery.
- The period for keeping postal items that could not be handed over to the recipient or returned to the sender is 9 (nine) calendar months calculated from the date of the postal item collection.

## **3.6. TABLE OF CORE SERVICES / VALUE ADDED SERVICES / ADDITIONAL FEATURES ASSOCIATION FOR CUSTOMERS WITHOUT A CONTRACT**

	CORE SERVICES				
	VALUE-ADDED SERVICES	CLICK & COLLECT	STANDARD		
	PRE 10 AM*	n/a	V		
SPECIAL DELIVERY	PRE 12 AM*	n/a	V		
DELIVENT	Saturday Delivery*	n/a	$\checkmark$		
	COD Account**	☑ limited to 1000 RON/shipment	n/a		
	COD Cash**	n/a	$\square$		
	Declared value	☑ limited to 1000 RON/shipment	☑ limited to 23000 RON/shipment		
	ADDITIONAL FEATURES				
	Parcel opening upon delivery	n/a			
	Change of delivery destination by the sender outside the destination city (loco and national)	n/a			
	ADDITIONAL FEES				
	Extended area	n/a	$\overline{\mathbf{A}}$		
	Return of undelivered parcel	$\checkmark$	$\square$		

\* Accessible also for CLICK&COLLECT for shipments delivered from Ship & Go Network to recipient address

\*\* When associated to any supplementary feature, the main service according to article (7)2.2.7 on Annex no. 1 of the Decision no. 925/2023 will always be Cash on Delivery Service.

### 4. PACKAGING METHODS AND GOODS PROHIBITED AND RESTRICTED FROM TRANSPORTATION

CARGUS S.R.L., as a postal and transport services provider, wants to ensure that postal items collected from its customers arrive in perfect condition at their destination.

Before pick-up, each sender is responsible for checking each shipment to ensure that it complies with the "**Packing Methods**" set out below. Cargus provides customers with operational materials and packaging (flyers, envelopes, boxes, etc.) via the website <u>https://.consumabile.cargus.ro</u>, at the rates and under the conditions specified on this website.

#### Recommendations and packaging solutions to prepare shipments:

- The size and type of packaging must be consistent with the contents of the shipment;
- The outside of the packaging must be strong enough not to collapse due to the weight of the contents;
- Labelling shipments with the label "Fragile" is not a substitute for proper packaging;
- To prevent the contents from shifting in the package during transport, the customer must ensure that sufficient protective material (paper, bubble wrap, etc.) is used for packing;
- Fragile goods must be placed in the centre of the parcel, without the items contained being in direct contact with each other;
- Adhesive tape must be used to seal the cartons.

#### Atypical/asymmetrical, shipments (goods) with irregular shapes:

- Round shaped goods (e.g. drums, barrels, etc.) must be tied and protected on the pallet to prevent them from shifting (e.g. with wooden feet);
- Heavy coils must be secured to the pallet using wooden blocking, as well as 2 (two) straps placed horizontally and 2 (two) straps placed vertically or with unbreakable plastic tape;
- Industrial equipment must be transported in a crate or secured to the pallet, covered with hardboard and with protective edges;
- Liquids/fuels must be completely removed from the equipment before the goods are picked up for transport;
- Heavy pieces must be loaded on a wide base to prevent instability during transport.

#### PACKING OF PALLETIZED GOODS

#### **Preparing a shipment:**

All customers must comply with the "Packing Methods" and "Goods prohibited and restricted to transport" of CARGUS.

#### Packages must be:

- Closed and sealed by an effective method such as adhesive tape, seals and other methods designed to secure the contents (shockproof materials, insulation, etc.);
- Intact and sufficiently resistant;
- Adapted to the shape, weight and size of the product to be transported;
- Make it impossible to access the contents without leaving visible traces of unsealing;

• Free of any elements which could in any way damage the shipment in question or other shipments during transportation.

#### **Types of pallets:**

- CARGUS will only accept undamaged pallets (preferably Euro-pallets or pallets of identical size and quality) for shipment.
- The maximum sizes of a palletised shipment are as follows (L x W x H): 120 x 80 x 180.
- The maximum chargeable weight of a shipment per pallet is 800 kg.

#### Atypical, palletised shipments (goods):

• The atypical parcels (goods) must be tied to the pallet and properly secured, wrapped with stretch film and/or strapping tape to prevent shifting.

#### Stacking the goods in columns

Placing goods on the pallet in columns ensures maximum stacking resistance. In case of goods with rigid content, parcels are stacked on the pallet in an interleaved manner, like bricks, to obtain more stability for them and therefore for the pallet.

#### The goods must not exceed the surface of the pallet

The goods must be placed and stacked on the pallet so that they do not exceed the edges of the pallet. Otherwise, there is a risk of faulty packaging and damage to other goods carried by the same vehicle.

#### Keeping the upper surface of the pallet flat

The flat top surface provides superior strength to the pallet, keeping the sizes of the goods compact and allowing stacking. Pallets that cannot be stacked will be charged extra.

#### Securing pallets with rigid plastic tape or foil

Rigid plastic tape and/or plastic film must be used in pallet packaging to ensure the stability of the pallet on the side. In case of wrapping only with plastic film, the pallet must also be additionally secured with rigid plastic strips.

#### Application of labels to sight

For better visibility, the labels should be fastened to the side of the pallet, not to the top.

#### Pallet depreciation margin

In case of services involving the transport on pallets provided by the customer, a depreciation margin of maximum 10% is taken into account. CARGUS and the customer will draft a written conciliation of the number of pallets used to provide the services and depreciated at a 3-month interval.

TYPE OF PRODUCT	RECOMMENDED PACKAGING
	Special packaging provided by the manufacturer for transport.
IT&C equipment (electronic and household goods)	The six sides of the package must be protected inside with polystyrene or other protective material.
(electronic and household goods)	Wooden box filled with polystyrene or other protective material.
	The six sides of the package must be protected inside with polystyrene or other protective material.
Bottled drinks or liquids	Special packaging provided by the manufacturer for transport.
Bottleu ullinks of liquids	The six sides of the package must be protected inside with polystyrene or other protective material.
	Packaging made of wood or pressed cardboard, offered by the manufacturer for transport.
Glass articles and products	The six sides of the package must be protected inside with polystyrene or other protective material.
Works of art (paintings, sculptures, statues)	Wooden box filled with polystyrene or other protective material.

	The six sides of the package must be protected inside with polystyrene or other protective material.				
	Special packaging provided by the manufacturer for transport or wooden package.				
Musical instruments	The six sides of the package must be protected inside with polystyrene or other protective material.				
	Cardboard packaging (box/tube) protected with polystyrene.				
Film reels	Special packaging provided by the manufacturer for transport.				
DVDs and CDs	Cardboard or plastic packaging protected with polystyrene or bubble wrap.				
	Cardboard packaging.				
Brittle goods	The six sides of the package must be protected inside with polystyrene or other protective material.				
Printed items (magazines, catalogues, leaflet folders, calendars)	ts,Durable cardboard box provided by the manufacturer for transport, secured by packaging tape (plastic or metal strap).				
Framed posters	Wooden packaging with protective material.				
-	n-Packaging made of cardboard or wood.				
illuminated signs (polycarbonate or metal).	The six sides of the package must be protected inside with polystyrene or other protective material.				

Each sender must also undertake responsibility for the content of its shipment, in compliance with the provisions on prohibited and restricted goods set out below.

The transport of dangerous goods is regulated with the aim of preventing, as far as possible, accidents and damage to people, the environment, means of transport or goods.

Thus, the Romanian Road Authority (RAR) classifies dangerous and prohibited substances in the following categories:

#### Explosive substances and articles:

- Flammable gases;
- Non-flammable gases;
- Toxic gases.

#### Flammable liquids:

- Flammable solids;
- Substances subject to spontaneous ignition;
- o Substances that in contact with water release flammable gases;
- Comburents;
- Organic peroxides;
- Toxic substances.

#### Infectious substances:

- Radioactive substances;
- Corrosive substances;
- Substances and objects with various hazards.

S	JBSTANȚE ȘI OBIECTE EXPLO	ZIVE	
Gaze inflamabile	Gaze neinflamabile	Gaze toxice	
	LICHIDE INFLAMABILE		- -
Substanțe solide inflamabile	Substanțe supuse aprinderii spontane	Substanțe care în contact cu apa degajă gaze inflamabile	
Substante comburante	Peroxizi organici	resson substante toxice	
· ·	SUBSTANTE INFECTIOASE	- -	-
NACIAL T			
Substanțe radioactive	Substanțe corozive	Substanțe și obiecte cu pericole diverse	
GOODS PROHIBITED AND/OR RES	TRICTED TO TRANSPORT		CATEGORY
Animals, fish, live or dead birds, ins	ects, worms, snakes, insects		Prohibited
Human remains - including ashes			Prohibited
Laboratory tests of any kind as well	as human organs		Prohibited
Complete firearms or parts, imitation	ons, Air soft, ammunition, ammu	nition - imitations	Prohibited
Explosives, explosive charges, firew	orks, imitation		Prohibited
Precious metal jewellery			Prohibited
Ingots of any precious metal			Prohibited
Bulk gemstones			Prohibited
Value goods (fur, watches, painting	s, icons, collectable coins, etc.)		Prohibited
Goods of value in bearer form			Prohibited
*Dangerous goods			Prohibited
**Goods prohibited by law			Prohibited
Cash, meal vouchers, blank paymer	it instruments (PO, CHEQUE, PN)		Prohibited
Tax stamps/banderols			Prohibited
Cigarettes and tobacco			Prohibited
Drugs/hallucinogenic plants, ethnol		c substances and their precursors	Prohibited
Perishable products (meat, fruit, ve	getables, dairy, etc.)		Prohibited

<sup>\*</sup> It covers dangerous goods regulated by the legislation. \*\*It covers all items qualified as such by the law. \*\*

#### **5.GENERAL RATES FOR OCCASIONAL SENDERS**

Natural persons or legal entities can benefit from the following rates, without having a contract concluded with Cargus S.R.L.:

	Rates without VAT			Rates with VAT				
Size	Door to PUDO	PUDO to PUDO	PUDO to Door	Door to door	Door to PUDO	PUDO to PUDO	PUDO to Door	Door to Door
S (60 cm x 37 cm x 3 cm)								
	14,29	8,40	14,29	20,17	17,00	10,00	17,00	24,00
M (60 cm x 37 cm x 10 cm)								
	18,49	12,61	18,49	24,37	22,00	15,00	22,00	29,00
L (60 cm x 37 cm x 20 cm)								
	22,69	16,81	22,69	28,57	27,00	20,00	27,00	34,00
XL (60 cm x 37 cm x 40 cm)	26,89	21,01	26,89	32,77	32,00	25,00	32,00	39,00

#### CLICK & COLLECT - Rates based on size of package:

For any package that falls outside the above size restrictions, rates will be based on physical weight<sup>8</sup> (max length of a side <160 cm & maximum sum of sizes (L+W+H) < 180 cm) and applicable service will be STANDARD SERVICE:

Weight (kg)	Rates without VAT	Rates with VAT		
0-15 kg	32,77	39,00		
15,01 kg - 20 kg	47,90	57,00		
20,01 kg - 25 kg	56,30	67,00		
25,01 kg - 31 kg	66,39	79,00		

#### Rates for value added services/ additional features:

	Rates without VAT	Rates with VAT	Mentions
Parcel collection from the address	5,88 lei	7 lei	Additional feature available only under CLICK & COLLECT service
PRE 10 AM	25,21 lei	30 lei	
PRE 12 PM	12,60 lei	15 lei	
Saturday delivery	7,56 lei	9 lei	
Parcel opening upon delivery	5,04 lei	6 lei	
Declared value shipping service (within the limit of 1000 lei)	10,08 lei	12 lei	RATE available only under CLICK & COLLECT. Under STANDARD SERVICE, the rate is 1% from the declared value.
Cash on delivery service via Collector account	5,04 lei	6 lei	Service available only under CLICK & COLLECT
Extended area	25 lei	29,75 lei	
Return of undelivered shipment	Tariff based on the return option chosen (delivery to PUDO or to address)		Delivery at PUDO – rate applicable to CLICK & COLLECT service Delivery to address – rate applicable to the STANDARD service

<sup>&</sup>lt;sup>8</sup> For parcels above than XL dimension, pick up orders will be requested only through Contact Center or parcels will be dropped off in Own Ship and Go and will require delivery to address.

#### 6. GENERAL TERMS ON THE PROVISION OF POSTAL SERVICES

#### 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. J40/4892/2022, sole registration no. RO3541906, tel: +4021/9330000, bank account no. RO610TPV23000M175135RO01, opened at OTP Bank and bank account no. RO58RNCB0081104613950001, opened at BCR, 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 <u>https://www.cargus.ro/wp-content/uploads/CG-packaging-methods-and-shipping-restrictions4.pdf</u>.

- ✓ 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 <u>https://www.cargus.ro/wp-content/uploads/CG-packaging-methods-andshipping-restrictions4.pdf.</u>
  - 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).
- ✓ 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 1 (o) free attempt to deliver the postal consignment.
- ✓ 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 favorable 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 <u>https://www.cargus.ro/personal/urmareste-coletul/</u>.
- 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: <u>https://www.cargus.ro/point-location-romanian/</u>, in My Cargus webapp available at <u>https://mycargus.cargus.ro/</u> 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 consignement 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 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 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 consignements 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 and, respectively, of payment for the cash on delivery is either in cash or 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 whit 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.
- $\checkmark$  The sum of the dimensions (L + I + 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 imposibility 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 perio 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:

- $\checkmark$  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), 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 consignement 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 <u>domestic</u> <u>postal consignments</u>, 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 <u>cash on delivery service</u>, 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 <u>international postal consignments</u>, <u>including in the case of those returned to</u> <u>the consignor</u>, 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 27.11.2024.

# **Cargus Team**

Which team?	Where?	How can we help you?
Commercial	<u>telesales@cargus.ro</u> <u>sales@cargus.ro</u> marketing@cargus.ro	<ul> <li>Details on CARGUS services,</li> <li>Price quotations for domestic services,</li> <li>Price quotations for international services,</li> <li>Customized services solutions,</li> <li>Details on the terms of a commercial contract.</li> </ul>
E-commerce	<u>ecom@cargus.ro</u>	<ul> <li>Expert recommendations on logistical solutions appropriate to the specifics of the online shop,</li> <li>Integration of the online shop with solutions developed by Cargus,</li> <li>Utilization of e-commerce applications.</li> </ul>
Customer Relations	<u>contact@cargus.ro</u>	<ul> <li>Service orders,</li> <li>Collections/pick-ups, dispatches/deliveries,</li> <li>Shipment monitorization,</li> <li>Operational data and information on our network,</li> <li>Advice on shipment procedures and</li> <li>Activity reports,</li> <li>Any suggestions on our services.</li> </ul>

## Online order

For the convenience of customers, CARGUS has created a way to place an order online for collection/pick-up of a shipment without having to contact the Customer Service.

The customer can fill in the form on the website www.CARGUS.ro or in the Cargus Mobile application in case of customers without a contract, and the information provided by the customer is automatically sent to the CARGUS system so that the order can be registered.

#### Click to chat

Through this channel, CARGUS provides its customers with answers to questions and requests regarding the services offered. The channel may be accessed both on the platform www.CARGUS.ro and in the Cargus Mobile application.

#### **Click to mail**

Through this channel, CARGUS provides its customers with answers to questions and requests received. The answer is sent to them within maximum 2 hours.

## **CONTACT INFORMATION**

9 11 iunie no. 14, sector 4, Bucharest, Romania

69) 021.9330

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contact@cargus.ro | sales@cargus.ro | marketing@cargus.ro | ecom@cargus.ro |dpo@cargus.ro

 $\bigoplus$  The operating hours of CARGUS SRL are specific to each location and can be consulted on the website www.CARGUS.ro.

