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Dear Sir / Madam,

Thank you for choosing DPD (Pegasus)!

Pegasus was established in 1997 and was the first Romanian company to offer intra city delivery services. In 2000 we started building our domestic delivery network and by 2005 we had 74 depots across Romania. In 2008 we were acquired by DPD (Dynamic Parcel Distribution). The majority shareholder of DPD is the French Post - La Poste.

DPD delivers over 2 million parcels per day, has a turnover of EUR 3.2 billion, over 500 depots, 15,000 vehicles and more than 22,000 employees. During 2009 Pegasus will rebrand to DPD bringing with it over 40 years of shipping experience.

Please find attached our offer in RON which does not include VAT.

Best regards,

A handwritten signature in black ink that reads "James Gray-Cheape". The signature is written in a cursive style and is underlined with a single horizontal stroke.

James Gray-Cheape
Chief Executive Officer

Pages:

- 2: DPD CLASSIC (National)
- 3: DPD CLASSIC (International)
- 4-5: DPD EXPRESS (International)
- 6: BUCHAREST EXPRESS & REGULAR
- 7: Packing requirements
- 8: General aspects
- 9-11: Terms & Conditions



I. DPD CLASSIC (National)

General: Delivery of parcels and documents throughout Romania.

Special features: "Door-to-door" delivery with signature, 95% of the parcels are delivered within 24 hours, track & trace and Proof of Delivery available online via www.pegasus.ro.

Delivery in Zone 0: within 20 km of a Pegasus depot, approx. 2500 locations.

Weight (kg) / parcel	Tariff same city	Tariff between cities
	RON / parcel	RON / parcel
≤ 0.50	9,25	13,45
≤ 1.00	10,93	15,13
1.1 – 3	13,45	16,81
3.1 – 10	20,17	22,69
10.1 – 20	28,57	33,62
20.1 – 30	37,82	46,22
30.1 – 40	46,22	57,14

Delivery in Zone 1: 20-50 km from a Pegasus depot.
Tariff: Zone 0 Tariff + RON 23.53 / Parcel.

Delivery in Zone 2: 50 km from nearest Pegasus depot.
Tariff: Zone 0 + RON 50.42 / Parcel.

40 - 100 kg 30.1 – 40 kg tariff + RON 1.2 / additional kg.

DPD MAX Delivery of pallets (> 100kg), to certain destinations.
 Booking required 24 hours in advance.

DPD MAX pallets (kg)	RON / parcel
101 – 200	220
201 – 300	298
301 – 400	370
401 – 500	436
501 – 600	496
601 – 800	604
801 – 1000	688

Additional services	RON / parcel
Banking reimbursement	8
Return of Original Proof of Delivery	Loco 6.94 / National 10.09
Documents return (BO, contract, note, etc.)	Loco 6.94 / National 10.09
Collection request	6
Insurance of the declared value	1% of the declared value



II. DPD CLASSIC (International)

General: "Door to door" delivery throughout Europe, via our road parcel network.

Special features: Online track & trace of the shipment including complete information about the parcel life cycle, delivery and scanned proof of delivery; includes two attempts of delivery and goods insurance up to EUR 520 / parcel.

Export:

Destination country	Code	Zone	RON / parcel 0.1 - 3.0 kg	RON / parcel 3.1 - 10.0 kg	RON / parcel 10.1 - 20.0 kg	RON / parcel 20.1 - 31.5 kg	Transit time (days)
Austria	AT	2	56	111	137	155	3
Belgium	BE	3	74	128	154	173	5
Bosnia * #	BA	4	100	155	181	200	7
Bulgaria	BG	1	56	63	74	85	2
Croatia *	HR	3	74	128	154	173	6
Czech Republic	CZ	3	74	128	154	173	4
Denmark	DK	3	74	128	154	173	5
Estonia	EE	3	74	128	154	173	6
Finland	FI	4	100	155	181	200	6
France	FR	3	74	130	155	174	5
Germany	DE	2	56	111	137	155	4
Greece #	GR	3	74	130	155	174	4
Hungary	HU	1	56	63	74	85	2
Ireland	IE	5	148	204	229	248	6
N. Ireland	GB2	5	148	204	229	248	6
Italy	IT	2	56	111	137	155	4
Latvia	LV	3	74	128	154	173	7
Lithuania	LT	3	74	128	154	173	6
Luxembourg	LU	3	74	128	154	173	5
Netherlands	NL	3	74	128	154	173	5
Norway * #	NO	5	148	204	229	248	6
Poland	PL	3	74	128	154	173	4
Portugal	PT	4	100	155	181	200	6
Serbia * #	RS	4	100	155	181	200	7
Slovakia	SK	2	56	111	137	155	2
Slovenia	SI	3	74	128	154	173	3
Spain	ES	3	74	128	154	173	6
Sweden	SE	4	100	155	181	200	6
Switzerland *	CH	3	74	128	154	173	5
Turkey * #	TR	6	148	204	278	352	5
United Kingdom	GB	3	74	128	154	173	6

Import (Collection Request):

Tariff for Collection request is the Export Tariff + RON 30. Transit times are Export transit time + 1 day. Orders are placed exclusively by completing the Collection Request form on www.pegasus.ro. Orders placed by 1600 will be collected the next working day.

Collection request is not currently available.

General:

*For Export to / Collection request from non EU countries, where custom clearance is required, shipper needs to pay custom clearance of RON 90 and any applicable import duties.



III. DPD EXPRESS (International)

General: Export or import via air transport of documents, parcels or samples, delivery in more than 220 countries.

Special features: "Door-to-door" delivery, with signature, in more than 220 countries; delivery time 24 - 96 hours; parcel life cycle and information on delivery available on www.pegasus.ro . All parcels are transported via the DPD / GDA / ARAMEX networks.

Tariffs – Export:

RON / kg	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
< 0.2	115	126	154	160	165	198
0.5	126	133	160	170	176	209
1	143	154	193	204	209	264
1.5	160	181	220	236	248	319
2	181	209	259	264	286	374
2.5	209	236	298	303	319	429
3	231	264	346	346	358	506
3.5	259	298	374	396	484	561
4	275	325	408	413	429	616
4.5	291	353	435	440	468	671
5	319	385	463	473	506	726
For > 5kg tariff added for each kg:						
+ 1	31	35	40	44	57	79

Tariffs – Import

RON / kg	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
< 0.5	231	243	275	286	291	330
1	253	264	314	325	335	396
1.5	275	298	346	363	380	463
2	303	335	390	401	424	534
2.5	330	369	440	445	468	600
3	358	401	445	500	511	688
3.5	390	440	534	543	555	754
4	413	473	573	580	600	820
4.5	435	506	605	610	644	885
5	468	545	638	649	688	951
For > 5kg tariff added for each kg:						
+1	35	44	48	53	66	92

*For Export to / Collection request from non EU countries, where custom clearance is required, shipper needs to pay custom clearance of RON 90 and any applicable import duties.



DPD EXPRESS (Export and Import) – Zones and transit times

Z – Zone, T – transit time to capital cities of each country, add 1 day for parcels originating outside the European Union.

Country	Z	T	Country	Z	T	Country	Z	T	Country	Z	T
Afghanistan	6	5	Djibouti	6	4	Kuwait	3	2	Reunion Is.	6	5
Albania	6	3	Dominica	6	4	Kyrgyzstan	3	4	Russia	3	2
Algeria	5	3	Dominican Rep.	6	3	Laos	6	*	Rwanda	6	5
American Samoa	6	4	Ecuador	5	2	Latvia	5	2	Samoa	6	4
Andorra	2	2	Egypt	3	2	Lebanon	3	2	San Marino	1	3
Angola	6	3	El Salvador	4	2	Leeward Is.	5	3	Saudi Arabia	3	3
Anguilla	5	2	England	1	1	Lesotho	5	3	Scotland	1	1
Antigua	5	4	Equatoria Guinea	6	*	Liberia	6	*	Senegal	6	4
Argentina	4	2	Eritrea	6	*	Libya	3	3	Serbia	3	2
Armenia	6	3	Estonia	4	2	Liechtenstein	1	1	Seychelles	6	4
Aruba	4	3	Ethiopia	5	3	Lithuania	4	3	Sierra Leone	6	*
Australia	3	4	Fiji	6	3	Luxembourg	1	1	Singapore	3	3
Austria	1	1	Finland	2	1	Macau	3	2	Slovakia	2	2
Azerbaijan	6	3	France	1	1	Macedonia	4	3	Slovenia	3	3
Azores	6	4	French Guiana	6	5	Madagascar	5	5	Solomon Is.	6	5
Bahamas	6	3	Gabon	6	3	Madeira Islands	6	4	South Africa	3	2
Bahrain	2	1	Gambia	6	4	Malawi	6	4	Spain	1	1
Bangladesh	3	2	Georgia	4	4	Malaysia	5	3	Sri Lanka	3	3
Barbados	5	3	Germany	1	1	Maldives	6	4	St Eustatius	6	3
Barbuda	6	4	Ghana	5	3	Mali	6	6	St John	6	3
Belarus	4	3	Gibraltar	4	2	Malta	3	2	St Maarten	6	3
Belgium	1	1	Grand Turk	5	3	Martinique	6	4	Sudan	3	*
Belize	4	3	Greece	2	2	Mauritania	6	5	Surinam	6	3
Benin	3	3	Greenland	6	3	Mauritius	5	5	Swaziland	6	2
Bermuda	5	3	Grenada	6	3	Mexico	3	3	Sweden	1	1
Bolivia	5	2	Guadeloupe	6	4	Moldova	2	1	Switzerland	1	1
Bonaire	5	2	Guam	6	4	Monaco	1	2	Syria	3	3
Bosnia & Herzeg	4	2	Guatemala	5	3	Montenegro	3	3	Taiwan	4	4
Botswana	4	2	Guernsey	1	2	Montserrat	6	*	Tajikstan	4	4
Brazil	5	2	Guinea	6	3	Morocco	3	3	Tanzania	4	2
Brunei	6	2	Guinea Bissau	6	*	Mozambique	5	4	Thailand	4	3
Bulgaria	1	1	Guyana	6	3	Myanmar	6	3	Togo	5	3
Burkina Faso	6	4	Haiti	6	3	Namibia	5	3	Trinidad & Tobago	5	3
Burundi	6	*	Honduras	5	3	Nauru	6	3	Tunisia	5	4
Cambodia	6	4	Hong Kong	3	2	Nepal	4	4	Turkey	2	2
Cameroon	6	4	Hungary	2	1	Netherlands	1	1	Turkmenistan	4	4
Canada	4	3	Iceland	3	2	Nevis	6	3	Turks & Caicos Is	5	3
Canary Is.	3	3	India	3	3	New Zealand	5	4	Tuvalu	6	3
Cape Verde Is.	6	5	Indonesia	5	4	Nicaragua	5	4	Uganda	6	2
Cayman Is.	5	2	Iran	3	2	Niger	6	5	Ukraine	6	2
Cen. African Rep.	6	*	Iraq	6	2	Nigeria	5	2	U.A.E.	3	2
Chad	6	5	Ireland	1	1	Norway	2	1	United Kingdom	1	1
Channel Islands	1	2	Isle of Man	2	1	North Marianas	4	4	United States	3	2
Chile	5	2	Isle of Wight	2	1	Oman	3	2	Uruguay	5	2
China	3	5	Israel	3	2	Pakistan	3	4	Uzbekistan	5	4
Colombia	5	3	Italy	1	1	Palestine	6	3	Vanuatu	6	5
Comoros	6	3	Ivory Coast	6	4	Panama	5	2	Vatican City	2	2
Congo	6	*	Jamaica	6	3	PapuaN. Guinea	6	4	Venezuela	5	3
Cook Islands	6	6	Japan	4	2	Paraguay	5	2	Vietnam	6	5
Costa Rica	5	3	Jersey	1	2	Peru	5	2	Virgin Is.	6	3
Croatia	3	2	Jordan	3	2	Philippines	4	4	Wales	1	1
Cuba	6	*	Kazakhstan	5	4	Poland	1	1	Yemen	3	3
Cyprus	3	2	Kenya	4	3	Portugal	1	1	Zambia	5	3
Czech Republic	1	1	Kiribati	6	4	Puerto Rico	5	3	Zimbabwe	5	2
Denmark	1	1	Korea (South)	5	2	Qatar	3	2			



IV. BUCHAREST EXPRESS & REGULAR

General: Delivery by motorcycle of parcels and documents anywhere in Bucharest and the surrounding area, in the same day or at pre-established times.

Special features: "Door-to-door" delivery with signature, 100% radio monitoring, complimentary parcel waiting for 15 minutes, Proof of Delivery upon request.

Service type	Weight (kg) Dimension (cm) / Delivery	Zone	Delivery time (hours)	RON / delivery
Regular	< 3 15 x 25 x 35	A	3.5	12.61
		B	4.5	15.97
		C	6.5	23.53
Express	< 3 15 x 25 x 35	A	2	19.33
		B	3	25.21
		C	4	42.05
Additional costs	Return delivery			+ 50%
	Waiting for parcel more than 15 min.			RON 15 / 15 min.

Zones:

- A** Area between Baneasa airport, Mihai Bravu, Tineretului, Giulesti.
- B** Within Bucharest city limits.
- C** Outside Ring road, including Popesti Leordeni, Otopeni, Jilava, Magurele, Mogosoaia and Pantelimon.

Note: Orders placed after 16.00 for sameday delivery are priced as Express (Regular orders will be delivered the next day, from 09.00).

Pegasus reserves the right to not accept orders for Bucharest Express service, due to the following situations:

Special weather conditions such as fog, snow, floods, codes yellow or red.

Excessive volume of orders in relation to existing logistical supply due to atypical situations and busy periods, such as: Christmas, New Year, Easter, 1st and 8th March.

Clients will be informed of this whilst placing the orders. Under these circumstances, a clients' agreement that Pegasus takes the Bucharest Express orders, signifies their acceptance of the risk of failure of the Bucharest Express services described in this offer.

Packing requirements:

Category	Type of product	Minimum packing requirements
Breakable goods	Glass	Packed in wood, filled with polystyrene or other protective material. Mark "FRAGILE CONTAINS GLASS". Must be able to accept a fall of 80 cm diagonally.
	Windscreens / windows	Packed in wood, filled with polystyrene or other protective material. Mark "FRAGILE CONTAINS GLASS". Must be able to accept a fall of 80 cm diagonally.
	Drinks / liquids	Package of wood or pressed board, filled with polystyrene or other protective material.
	Bottled products	Packed in wood, filled with polystyrene or other protective material. Mark "FRAGILE CONTAINS GLASS". Must be able to accept a fall of 80 cm diagonally.
	Paintings	Packed in wood, filled with polystyrene or other protective material. Mark "FRAGILE CONTAINS GLASS". Must be able to accept a fall of 80 cm diagonally.
Fragile goods	Autovehicle spare parts	Packed in cardboard with polystyrene or other protective material.
	Household electronics	Producers packaging.
	Disks, belts	Package of board or plastic.
	CD's	Producers packaging.
Others	Tyres	Cardboard should cover the diameter of the tyre. This must be fixed using 2 plastic wires, crossing in the center of the superior and inferior part of the tyre.

The shipper is solely responsible for ensuring adequate interior and exterior packing and correct marking of the parcel. Transport requires packing of a kind that will sufficiently protect the goods from the stresses caused by automatic sorting equipment, varying climatic conditions where applicable and mechanical handling (minimum height of fall diagonally from 80 cm). It must not be possible to gain access to the contents of the parcel without leaving a trace.



General aspects:

Offer is valid from 1 April 2009.

Parcels with cash on delivery are automatically insured at the reimbursed value.

When calculating parcel weight – the higher value of the actual weight and volumetric weight (length x width x height in cm / 6000) will be the applicable weight.

Parcels with the following dimensions and weights will be accepted for delivery:

Maximum weight:	31, 5 kg	(International)
	50 kg	(National)
Maximum length:	175 cm	
Circumference + length:	300 cm	(Circumference = 2 x height + 2 x width)

The customer is obliged to apply visibly a label stating “*fragile*” to signify the requirement for special handling.

Fuel surcharge will be added to the invoice value for transportation and will not apply for the reimbursement insurance or services.

Fuel surcharge will be calculated monthly on the basis of the average monthly rate of Euro Diesel 5 on the retail market established by Petrom which you can consult by accessing website www.petrom.com and following steps Private Customers>Filling Stations>Prices.

Base cost for calculating will be RON 3.7 / l. For each RON 0.1 / l over this level, Pegasus will introduce a fuel surcharge of 1% as shown below.

Euro Diesel 5 (RON/l)	Surcharge
Until 3.70	0%
3.71 - 3.80	1%
3.81 - 3.90	2%
3.91 - 4.00	3%
4.01 - 4.10	4%
4.11 - 4.20	5%
4.21 - 4.30	6%
4.31 - 4.40	7%
4.41 - 4.50	8%
4.51 - 4.60	9%
> 4.60 each additional RON 0.10	1%

Pegasus Depots:

Adjud, Alba Iulia, Alexandria, Arad, Bacau, Baia Mare, Barlad, Bistrita, Botosani, Braila, Brasov, Bucuresti, Buzau, Calarasi, Campina, Campulung Muscel, Caracal, Caransebes, Cernavoda, Cluj-Napoca, Constanta, Curtea de Arges, Craiova, Dr.Tr.Severin, Dej, Deva, Fagaras, Focsani, Galati, Giurgiu, Hunedoara, Iasi, Lugoj, Miercurea Ciuc, Mangalia, Medias, Odorheiu Secuiesc, Oltenita, Onesti, Oradea, Petrosani, Pascani, Piatra Neamt, Pitesti, Ploiesti, Resita, Roman, Rm. Valcea, Reghin, Ramnicu Sarat, Rosiorii De Vede, Satu Mare, Sibiu, Sighetul Marmatiei, Sighisoara, Slatina, Slobozia, Sf. Gheorghe, Suceava, Tg. Mures, Tg. Jiu, Tg.Neamt, Timisoara, Targoviste, Tulcea, Tecuci, Turda, Urziceni, Vaslui, Zalau.



General Terms of Business for DPD (Pegasus Courier SA)

Application / contractual relationship

- 1.1 These General Terms of Business for DPD (Pegasus Courier) apply to all contracts relating to the arrangement of transport services for parcels and the shipment of such parcels, even where they are subject to shipping exclusions, unless other mandatory statutory provisions take precedence.
- 1.2 The contracting parties are the principal and the DPD system partner (Pegasus) who accepts the order to arrange for the transport of the parcels and to ship them. Shipping will be effected through the DPD's transport system and third parties commissioned for this purpose. The contract becomes effective at the latest when a parcel is accepted for shipment.

2 The parcel

- 2.1 Parcels with the following weights and dimensions will be accepted for shipment:

Max. Weight:	31, 5 kg	(International)
	50 kg	(National)
Max. Length:	175 cm	
Max. Circumference + length:	300 cm	(Circumference = 2 x height + 2 x width)
- 2.2 The principal is solely responsible for ensuring adequate interior and exterior packing and correct marking of the parcel. Transport requires packing of a kind that will sufficiently protect the goods from the stresses caused by automatic sorting equipment, varying climatic conditions where applicable and mechanical handling (minimum height of fall diagonally from 80 cm). It must not be possible to gain access to the contents of the parcel without leaving a trace.

3 Articles excluded from shipment

- 3.1.1 The following are excluded from shipment with DPD:
- 3.1.2 All parcels which do not meet the specifications described in Section 2;
- 3.1.3 Goods of special value, in particular precious metals, genuine jewellery, precious stones, genuine pearls, antiques, works of art;
- 3.1.4 Money, documents of value, securities, credit, cheque or telephone cards or similar certificates of value;
- 3.1.5 Vouchers and admission tickets with a value of more than EUR 520 / parcel;
- 3.1.6 Furs, carpets, watches, other articles of jewellery and leather goods with a value of more than EUR 520 / item;
- 3.1.7 Other goods with a value which is greater than EUR 13,000;
- 3.1.8 Parcels whose contents, external appearance or shipment are against the law;
- 3.1.9 Firearms as defined by the firearms legislation of Romania, a transit country or the country of destination;
- 3.2 Parcels with the potential to cause damage to persons or goods, perishable goods, living or dead animals, material for medical or biological examination, medical waste, human or animal remains, body parts or organs;
- 3.3 Hazardous goods, unless they are accepted for shipment in consultation with the service provider and after a special agreement has been concluded;
- 3.4 Shipments where the freight costs or goods value are to be collected on delivery, unless the latter (C.O.D.) has been accepted for shipment in consultation with the service provider and after a special agreement has been concluded;
- 3.5 In the case of cross-border shipments goods whose import or export is forbidden or requires special permission in accordance with the regulations of the respective country of dispatch, transit or destination.
- 3.6 DPD will be entitled to refuse the continued transport if, after acceptance of the goods, DPD learns of a reason for exclusion or if there is reason to assume that the parcel is excluded from shipment in accordance with Section 3.1. In such cases DPD has the right, where the situation justifies this and after informing the principal, to dispose of the goods at the principal's expense or to destroy them for purposes of avoiding risk.
- 3.7 The acceptance for shipment of goods excluded under Section 3.1 does not represent a waiver of the exclusion from shipment.
- 3.8 In addition to any legally constituted liability, the principal will be liable for any direct or indirect damage which arises from the shipment of goods which are excluded under Section 3.1 or in cases where notification in accordance with Section 7.3 has not been provided.

4 Scope of services

- 4.1 The services cover
- 4.2 Arranging for transport by carriers, together with taking delivery, sorting, and delivering parcels to the consignee;
- 4.3 If the consignee is not located, a second attempt to deliver will be made;
- 4.4 Delivery, with the effect of fulfilling the obligation, to any person found present at the delivery address, unless there is good reason to doubt such a person's entitlement to take delivery; there is no obligation to check the identity of such a person (e.g. on the basis of an identity card).
- 4.5 The return to the principal of any parcels which cannot be delivered or are rejected by the consignee.



- 4.6 Declarations of value and interest in accordance with CMR or the Warsaw Convention/Montreal Convention will not apply.
- 5 Delivery times**
- 5.1 Delivery times are not guaranteed.
- 6 Payment for services**
- 6.1 Where nothing has been agreed to the contrary payment for services will be in accordance with the service provider's current price list. The prices which are valid on the day the shipment order is placed will apply.
- 7 Obligation to cooperate**
- 7.1 The principal is responsible for ensuring that addresses and transport documentation are free from error and correctly attached. P.O. Box addresses or addressing to an automated facility for taking delivery of packages are not accepted.
- 7.2 When dutiable goods are shipped the principal is responsible for ensuring that all the documentation which is needed for customs clearance is attached to the parcel in an external document envelope.
- 7.3 Before goods are submitted to DPD for shipment, the principal is responsible for checking if they are goods excluded from shipment as defined in Section 3.1, and notifying DPD accordingly. If there is any doubt the principal should inform DPD and request a decision by DPD.
- 8 Declaration of value**
- 8.1 Without prejudice to the exclusions from shipment listed in Section 3.1 and the provisions of Section 4.2 the principal must indicate the value of the parcel if this is greater than EUR 520. In the case of values above EUR 520 the service provider will decide if and how the parcel is to be treated/shipped.
- 9 Opening, returning, disposing of and destroying parcels**
- 9.1 If a parcel cannot be delivered or returned because of an address error or missing consignor data or for any other reason, DPD has the right to open the parcel for purposes of finding information about the principal or the consignee.
- 9.2 DPD also has the right to open parcels if this is necessary in order to:
- 9.3 Ensure correct customs processing;
- 9.4 Eliminate any risks which might be caused to persons or property by a parcel which cannot be delivered or is rejected;
- 9.5 Find out the contents and value of a parcel which cannot be delivered or is rejected and cannot be returned, so that if necessary the parcel can be disposed of or destroyed.
- 9.6 The parcel can be opened in cases where the principal, in spite of a written or verbal request, fails to provide DPD with the necessary information within 14 calendar days in the case of parcels to be cleared through customs, or within 7 calendar days in the case of other parcels. In order to eliminate hazards, or if the contents are perishable, or for similar reasons, the parcel can also be opened immediately, without the above periods of notice.
- 9.7 If in accordance with 9.1 and 9.2 the parcel cannot be returned to the principal even if it has been opened, DPD has the right to dispose of the contents of the parcel. If this is not possible DPD has the right to destroy the goods, unless a different course of action is prescribed by law.
- 10 Responsibility for costs**
- 10.1 The cost of return transport from abroad will be charged to the principal separately.
- 10.2 Costs related to import/export shipments (e.g. customs and import charges) are invoiced to the consignee in the country of destination. This is without prejudice to the responsibility of the principal to the service provider for such costs.
- 10.3 The principal will reimburse DPD for all costs which DPD incurs from the opening and/or disposal of and/or destruction of the parcel in accordance with Sections 9.2 and 9.3.
- 10.4 If any charges, costs or other expenses are to be paid by a foreign consignee or if they are caused by him, the principal will pay such amounts where they are not settled at first request by the foreign consignee.
- 11 Liability**
- 11.1 Unless it is a case of deliberate damage or gross negligence, the service provider is liable as follows from the time the goods are accepted for shipment until their delivery to the consignee:
- 11.2 For loss and damage to the goods during domestic shipping, in accordance with Government Ordinance no. 31/2002, supplemented by other laws in force;
- 11.3 For loss and damage to the goods during international shipment, in accordance with the CMR regulations for road transport and with the Warsaw Convention/Montreal Convention for transport by air;
- 11.4 Any liability for consequential damage is excluded.
- 11.5 Liability for loss or damage to parcels is, in addition to the legally regulated cases, excluded if
- 11.6 The parcel is excluded from shipment in accordance with Section 3.1, or the principal fails to inform DPD in accordance with Section 7.3 that the goods are excluded from shipment, and where DPD has no way of detecting this. DPD is not under any obligation to make the relevant checks.
- 11.7 The damage is caused by acts or omissions of the principal, the consignee or their respective agents.



12 Insurance

- 12.1 Each parcel is covered by insurance to the extent that DPD is liable in accordance with Section 11 (DPD insurance). The amount of insurance cover is limited to max. EUR 520 / parcel and includes liability in accordance with Section 11.
- 12.2 Within the DPD provisions for insurance cover it is possible, at a higher premium, to arrange insurance of up to EUR 13,000 / parcel, where the amount insured increases in multiples of EUR 500.
- 12.3 At the principal's discretion the higher insurance can be arranged for the whole parcel volume, for part of this volume or for individual parcels. This must be arranged when the contract of shipment is concluded or at the latest when the parcels are accepted for shipment. For parcels shipped to countries outside of Europe such higher insurance must be agreed in each case with the service provider.
- 12.4 The principal is the only beneficiary of DPD insurance in excess of the level of liability. Any claims arising from this cannot be assigned to third parties.
- 12.5 Parcels which are covered by other insurance are excluded from DPD insurance which is in excess of liability in accordance with Section 11.

13 Set-off / right of retention

- 13.1 The principal is not entitled to set off his own claims against claims asserted by the service provider, nor is the principal entitled to assert any right of retention. This will not apply to claims for which a court judgment has been passed or which the service provider has acknowledged as justified.

14 Divergent agreements

- 14.1 Divergent agreements are only valid if made in writing. This requirement stipulating written form cannot be waived verbally.

15 Place of fulfillment, jurisdiction, unforeseen contingency, applicable law, partial invalidity

- 15.1 The place of fulfillment and of jurisdiction is the location of the particular branch of the service provider's organization which accepts the order.
- 15.2 Any contingencies which are not foreseen by these general terms of business are, on the basis of the applicable legal system, to be covered by whatever provision comes closest in sense and purpose to meeting such a contingency.
- 15.3 The applicable law will be that of the country in which the service provider has his registered office. Cross-border shipments will be subject to the provisions of the CMR or the Warsaw Convention/Montreal Convention.
- 15.4 The invalidity of individual provisions of these general terms of business will not prejudice the validity of the remaining provisions.