

GENERAL CONDITIONS FOR THE PROVISION OF SHIPPING SERVICES BY GEBRUDER WEISS S.R.L.

(HEREINAFTER: "GEBRUDER WEISS")

I. IDENTIFICATION DATA

Company name: GEBRUDER WEISS S.R.L.

Trade Register Number: J2009000297520

VAT Number: RO 6614115

Unique European Identifier (EUID): ROONRC.J2009000297520

Registered office address: sat Bolintin-Deal, comuna Bolintin-Deal, str. Ithaca, nr. 23, Judet Giurgiu

Website: <https://www.gw-world.com/ro/>

The brand used for the provision of shipping services is:



II. DEFINITIONS

1. parcel –shipment with a maximum weight of 31.5 kg, containing goods with or without commercial value;
2. high volume parcel shipments - domestic and international shipments of this category sent in a minimum volume of 50 parcels, within a month, by the same sender, based on a contract concluded in writing with the shipment service provider;
3. shipment - addressed good, in the final form in which it is to be transported and delivered to the address indicated by the sender on the item itself, on the packaging or in a distribution list. This category includes, for example, parcel shipments containing goods with or without commercial value;
4. cash on delivery service – shipment service whose particularity consists in the payment by the recipient to the sender, through the shipping network, of the value of the good that is the subject of the registered shipment;
5. international shipment - shipment sent from the territory of Romania to an address not located in this territory or sent from outside the territory of Romania to an address located in its territory and shipment sent from outside the territory of Romania to an address not located in this territory, but in transit through the territory of Romania;
6. intra-community shipment - international shipment sent from the territory of Romania to an address in the territory of another Member State of the European Union or sent from an address in the territory of another Member State of the European Union to an address in the territory of Romania and postal item sent from the territory of a Member State of the European Union to an address in the territory of another Member State of the European Union, but in transit through the territory of Romania;
7. sender - legal entity who initiates the shipment and, personally or through a third party, introduces it into the shipping network;
8. recipient - person to whom the shipment is addressed;

9. user - any legal entity who benefits from the provision of a shipping service as a sender or any individual or legal entity who benefits from the provision of a shipping service as a recipient;

III. GENERAL PROVISIONS

3.1 These General terms and Conditions for the provision of shipping services by GEBRUDER WEISS apply to legal relationships relating to the provision of shipping services arising, as per the legal provisions, from this document. GEBRUDER WEISS offers and provides shipping services for domestic and international shipments.

3.2 The contracting parties are the sending client (**legal entities only**) and GEBRUDER WEISS, who accepts the order to collect and deliver the shipments. The delivery of the shipment will be carried out directly by GEBRUDER WEISS and through third party subcontractors. Each shipment is identified by GEBRUDER WEISS in its shipping network by a airway bill (reference number).

3.3 GEBRUDER WEISS offers and provides (based on written and signed contracts, following customized offers negotiated exclusively with legal entities) the following shipping services included in the scope of universal service:

- a) Services consisting of collecting, sorting, transport and delivery of domestic and international shipments weighing up to 10 kg (including);
- b) Services consisting of the distribution of international shipments with weight limits between 10 kg and 20 kg (inclusive) sent from outside the territory of Romania to an address located on its territory.

3.4 GEBRUDER WEISS offers and provides (based on written and signed contracts, following customized offers negotiated exclusively with legal entities) the following shipping services not included in the scope of universal service:

- a) Services consisting of collecting, sorting, transport and delivery of domestic shipments with weight limits between 10 and 31.5 kg (inclusive);
- b) Services consisting of collecting, sorting and transport of international shipments with weight limits between 10 kg and 31.5 kg (inclusive) sent from the territory of Romania to an address outside its territory;
- c) Services consisting of the distribution of international shipments with weight limits between 20 kg and 31.5 kg (inclusive) sent from outside the territory of Romania to an address inside its territory;
- d) Cash on Delivery service.

IV. CONDITIONS OF ACCEPTANCE FOR DOMESTIC OR INTERNATIONAL SHIPMENTS

4.1 Maximum accepted sizes and weights of shipments:

- a) the maximum accepted size of a shipment is 60 cm x 50 cm x 30 cm;
- b) the maximum accepted weight of a shipment is 31.5 kg.

When collecting shipments, they will be weighed and measured and the weight that will be taken into account will be the greater between the physical and the volumetric weight.
The calculation formula for volumetric weight is length x width x height/ 6000 cm.

4.2 Packaging and labeling conditions:

4.2.4 The client is solely responsible for ensuring the adequate internal and external packaging of shipments, in relation to the nature and weight of the content and the inscription of the data on the shipment.

4.2.5 Shipments must be appropriately packaged by the sender, in intact and opaque packaging, which does not allow viewing of the content (which will not, however, prevent the legibility of the address and on the surface of which the address and other signs, labels, indications/markings can be easily and durably attached), and which has the complete identification data of the recipient (name and surname of individuals/name of legal entities, telephone number, respectively full delivery address), and for Cash on Delivery service, also that of the sender (corresponding to the service in question). The packaging used must correspond to the weight, shape and nature of the content, as well as to the method and duration of shipping. It is mandatory that access to the content of the parcels must not be possible without leaving traces.

4.2.6 The packaging must protect the contents so that they cannot be damaged by pressure or successive handling, and may be, as applicable, made of cardboard, plywood, wood, plastic, metal, suitable non-standard packaging. Shipments containing fragile goods must be properly packaged by the sender, using as filling - bubble wrap, air cushions, separators, foam sheets, sawdust, anti-shock polystyrene, or other material that attenuates mechanical shock. In addition, the outside must bear the inscription "Fragile" and, if applicable, handling labels (orientation arrows). The strength and durability of the packaging, chosen in accordance with the content, will also be taken into account (for example, fragile, flat objects should have protective separators, computer disks should be protected with special bubble wrap, sharp edges of the goods should be protected with supporting material, well secured; valuable goods should be protected with at least double cardboard packaging; for wooden boxes, the corners should be checked/secured and the lid should be tightly closed).

4.2.7 The sender must ensure that the goods to be shipped will not be packaged in several individual packages attached to each other that will be shipped under the same single airway bill.

4.2.8 GEBRUDER WEISS undertakes to recognize and respect the inscriptions/labels applied by the sender and to pay special attention to the handling and storage of the parcels in question.

4.2.9 GEBRUDER WEISS is not responsible for any alterations of the shipments by electromagnetic means or causes (e.g. demagnetization, X-ray scanning during security/customs procedures, etc.).

4.2.10 The provider ensures the secrecy of the shipments - the retention, opening or disclosure of the content of shipments is permitted only under the conditions and using the procedure provided for by the law.

4.2.11 In case of international shipments, both parties shall additionally comply with the legal provisions concerning the customs laws, as well as the legislation of the states on whose territory operations are performed as part of the shipping services and those transited by the shipment.

4.2.12 The sender is responsible for any total or partial loss, deterioration, damage caused to persons, the environment, the installations used or to other goods, caused by defects hidden by the sender's packaging.

4.3 Shipments excluded from collection, sorting, transport and delivery

4.3.1 The following are excluded from collection, sorting, transport and delivery:

- a) shipments consisting of goods whose transport is prohibited by legal provisions, even only on a portion of the route (for example, but not limited to: explosive, toxic, flammable, psychotropic substances, drugs, weapons or parts thereof, ammunition, etc.);
- b) goods which, by their nature or by the way in which they are packaged, may cause damage to persons, the environment, the installations used or to other goods;
- c) goods for which special transportation conditions are established by legal administrative, economic, sanitary, veterinary, phytosanitary provisions: works of art, antiques, gold, silver, precious stones, perishable products, live animals, etc..
- d) shipments whose packaging contains inscriptions that are contrary to public order or good morals, as well as shipments consisting of goods that are contrary to public order or good morals, if they are submitted unpackaged or in transparent packaging;
- e) shipments containing old labels or inscriptions that have not been removed.

4.3.2 The sender has the obligation not to introduce into the shipping network parcels whose content is prohibited by legal provisions.

4.3.3 In addition to any legally established liability, the client shall be liable for any direct damage caused by the goods that are shipped even though they are excluded from being collected and for the damage resulting from the dangerous nature of the shipments or their inadequate internal packaging conditions, to the extent that these could not have been known by GEBRUDER WEISS at the time of collecting the shipment.

Payment of the shipping fee is made by bank transfer at the time of placing the shipping order or depositing the shipment, as the case may be, and by other methods established by a written contract (with appropriate payment deadlines), in compliance with the legal provisions. GEBRUDER WEISS does not provide shipping services for goods with declared value.

4.4 Cash on Delivery service

4.4.1 GEBRUDER WEISS provides the Cash on Delivery service, a shipping service whose particularity consists in the recipient paying the sender, through the shipping network, the value of the good that is the subject of the registered shipment. Collecting these shipments is only done if the sender has correctly and completely indicated all his identification data, including bank details. Proof of the identity of the sender or of the capacity of the person who submits the shipment that is the subject of the Cash on Delivery service, as a representative of the sender is the I.D. document or the power of attorney and the I.D. document, as the case may be.

4.4.2 The accepted currency, in which the collection, and respectively the payment of the amounts of money from the recipients is made, is RON.

4.4.3 The maximum amount accepted by GEBRUDER WEISS is 5,000 lei/shipment for legal entity recipients and 10,000 lei/shipment for natural person recipients. A different limit for the maximum amount accepted by the provider can only be agreed upon by commercial contracts signed in writing, between the sender and GEBRUDER WEISS, based on customized negotiated offers (in additions to the public offer).

4.4.4 The collection, and respectively the payment of the amounts of money from recipients for the cash on delivery service, into the collector account, is made in RON.

4.4.5 The term for returning the value of shipments to the sender (amounts collected from the recipient) is 20 working days from delivery for domestic shipments and 30 working days for international shipments.

4.4.6 For Cash on Delivery services, GEBRUDER WEISS will issue, including electronically, at the latest at the time of acceptance of the shipment, a proof that attests to the service chosen by the sender.

4.5 **GEBRUDER WEISS** does not offer as (additional) feature the insurance of the shipped goods at a value declared by the sender.

V. QUALITY CONDITIONS FOR THE DOMESTIC AND INTERNATIONAL SHIPPING SERVICES

5.1 Delivery deadlines

5.1.1 GEBRUDER WEISS ensures the delivery of domestic shipments within 7 working days, respectively within 10 working days from the date of collection for international shipments.

5.1.2 In the event that this delivery deadline for domestic or international shipments is exceeded, as well as in the event that the return deadline is exceeded, GEBRUDER WEISS is liable to the user under the conditions contractually agreed with him.

The delivery deadline does not include public holidays and legal holidays in Romania in the case of domestic shipments, and, respectively, public holidays and legal holidays in Romania and in the destination countries in the case of international shipments.

5.1.3 The provider offers the availability of electronic monitoring of the shipment's progress (track&trace) during the collection, sorting, transport and delivery operations of domestic or international shipments.

5.2 The delivery of domestic or international shipments is made at the address indicated by the sender, personally to the recipient or to the person authorized to receive shipment. Proof of the recipient's identity will be made by presenting the I.D. document or power of attorney and the I.D. document, as the case may be.

The provider does not use other additional methods of identifying the recipient.

5.3 If the recipient (or authorized person) is not found at the indicated address, a second delivery attempt will be made, informing the recipient about the next delivery attempt.

5.4 If the recipient or the person authorized to receive the shipment is not found at the destination address, upon the last delivery attempt, GEBRUDER WEISS will leave the recipient a notice containing details about: the airway bill number, the date of the recipient's notification, the period for which the shipment will be kept available for the recipient to pick up, as well as the name, address, telephone number and opening hours of the contact point from which the shipment can be

picked up, and will keep for pick up, at the contact point, the shipment that could not be delivered, for a period of 5 days from the date of notification.

In the event that it is impossible to deliver the registered shipments, due to the address of the recipient non-existing or the fact that there is no service available at the indicated address for receiving shipments, GEBRUDER WEISS will notify the recipient by electronic means to the extent that it has the necessary details of the recipient to send the notification by such means.

5.5 If it is impossible to deliver a shipment due to the fact that the recipient or the person authorized to receive the shipment has refused the receipt of the shipment or, as the case may be, has refused to pay the value of the shipment in case of a cash on delivery service, GEBRUDER WEISS will promptly return the respective shipment, within the return period mentioned below, without notifying the recipient and, respectively, without keeping the shipment available for pick up.

5.6 Also, GEBRUDER WEISS offers the facility of returning domestic or international shipments promptly, without notifying the recipient and without keeping the shipment available for pick up, at the express request of the sender, made in writing at the time of submitting the shipment.

5.7 Conditions for returning domestic or international shipments back to sender

5.5.1 GEBRUDER WEISS will return to the sender's address the registered shipments that could not be delivered to the recipient due to one of the causes provided for by the law.

5.5.2 The return will be made to the sender's registered office/work point (legal entity) from where the parcel was collected and this involves the payment of a fee agreed upon in the contract or, as the case may be, to one of GEBRUDER WEISS's access points agreed upon with the sender, in which case the sender will not be required to pay any fees in this regard, the sender having been previously informed in writing about the option of picking up the shipment from the respective GEBRUDER WEISS access point. If it is not possible, on first attempt, to deliver the returned shipment back to the sender, the provider will notify the sender by a notice announcing the attempt to return the shipment back and will keep for pick up, at the point of contact, the postal item that could not be delivered back, for a period of 5 days from the date of notification thereof.

5.5.3 The deadline for returning a domestic shipment back to the sender is 10 working days and the deadline for returning the international shipment back to the sender is 15 working days, deadlines which are calculated, as the case may be, from the date of the delivery attempt or from the date of expiry of the notified storage period.

5.5.4 Domestic or international shipments that could not be delivered to the recipient or returned back to the sender will be kept for 9 months from the date of deposit of the parcel, in the warehouse of GEBRUDER WEISS or of the company's partners located in the vicinity where the delivery/return attempt was made. If during this time the sender or recipient has not claimed the shipment, it will pass without any prior notification or formality into the property of GEBRUDER WEISS. For any storage of domestic or international shipments, made in terms of available for pick up by the sender or by the recipient, GEBRUDER WEISS will charge a fee according to the contract, after the expiry

of the notice period.

VI. GEBRUDER WEISS'S LIABILITY

6.1 In the event of theft/total or partial loss, total or partial destruction or damage to the shipment, GEBRUDER WEISS is liable for the damage caused, if these circumstances occurred between the time the shipment was submitted and the time it was delivered to the recipient, or returned to the sender.

6.2 GEBRUDER WEISS is liable for domestic shipments, including those shipments returned to sender, as follows:

6.2.1 in case of loss, theft or total destruction:

- a) with the amount of cash on delivery, for a shipment that is subject to a cash on delivery service;
- b) with the amount representing 5 times the service fee, for shipments that are not subject to a cash on delivery service.

6.2.2 in case of loss or partial destruction or damage:

- a) with an amount representing 5 times the service fee.

6.2.3 in the case of a shipment that is subject to a Cash on Delivery service, GEBRUDER WEISS is liable for the full value of the cash on delivery in the event that it has not refunded the sender its full value or for the corresponding difference up to its full value, if the cash on delivery was partially collected from the recipient.

6.2.4 The legal penalty interest shall be added to the amounts provided for in 6.2.1 and 6.2.2, which shall run from the moment of filing the preliminary complaint or, as the case may be, of filing the lawsuit, regardless of which of these moments occurs first.

6.2.5 Complete loss of the contents is equivalent to the loss of the shipment.

6.2.6 In addition to the compensation provided for in 6.2.1, the fees collected upon submission of the shipment shall also be refunded.

6.2.7 In the event of failure to provide services that constitute additional features of the shipping services, designated by the sender through special instructions, only the fees collected in addition to the applicable tariff for the standard shipping service shall be refunded.

6.2.8 Indirect damages and unrealized benefits shall not be compensated.

6.2.9 The granting of compensation shall not be conditioned by the transfer of ownership of the goods that are the subject of the respective shipment to GEBRUDER WEISS, with the exception of shipments that are the subject of cash on delivery services, in which case compensation has been granted in accordance with the applicable legal provisions, as a result of the loss, theft or total destruction of the shipments.

GEBRUDER WEISS is responsible for international shipments, including those returned to the sender, in accordance with the provisions of national legislation applicable to domestic shipments.

6.3 GEBRUDER WEISS is exempt from liability in the following situations:

- a) the damage occurred as a result of the act of the sender or the recipient;
- b) the user does not have a department intended for receiving shipments (e.g. - Registry Office);
- c) the shipment was received without objection by the recipient, with the exception of complaints regarding the loss, theft, total or partial damage or destruction of the contents of the shipment;
- d) the damage occurred as a result of a force majeure or fortuitous event; in this case the sender has the right to a refund of the fees paid.

VII. MECHANISM FOR RESOLVING PRELIMINARY COMPLAINTS RECEIVED FROM USERS

7.1 The sender is entitled to appropriate compensation for the damage caused by the loss, theft, total or partial destruction or damage of the shipment, the failure to perform additional service features, as well as the failure to comply with the quality conditions of the services (delivery, return, etc.) or the failure to provide the shipment service, as the case may be, and may waive his right to compensation in favor of the recipient. The provider is also liable for the theft, total or partial loss, total or partial destruction or damage of the shipment that is the subject of the return to sender or integrator operation, respectively of the amount of money that is the subject of the cash on delivery service.

7.2 The sender or recipient who considers himself to be damaged, under the above conditions, by the inadequate provision or failure to provide the domestic or international shipping service by GEBRUDER WEISS may file a prior complaint. The user's prior complaint must be made in writing and can be submitted in person or by post to the registered office address of GEBRUDER WEISS in sat Bolintin-Deal, str. Ithaca nr. 23, Comuna Bolintin-Deal, jud. Giurgiu, for the attention of the Complaints Resolution Department or by e-mail, to the address office.ro@gw-world.com.

7.3 The deadline for submitting a prior complaint to GEBRUDER WEISS is 6 months and is calculated from the date of submission of the shipment.

In order to resolve the complaint, it is mandatory that in its content, the user describes the non-conformities notified, indicates his claims, the payment method chosen in the event of compensation and the information necessary for the transfer of compensation, as well as the contact details to be contacted in the event that the complaint proves to be well-founded. The complaint shall also be accompanied by supporting documents and relevant evidence for the situation complained of and the damage caused, such as a copy of the airway bill, a copy of the invoice issued by GEBRUDER WEISS and the document attesting payment for the shipping service, photographs of the destroyed or damaged parcel/goods that are the subject of the shipment/packaging of the shipment, a copy of the report of findings, etc. The user shall provide any other data and information that may be useful for resolving the complaint. GEBRUDER WEISS representatives shall analyze the complaint taking into account both the evidence submitted by the complaining party, but also the relevant

information/evidence provided by its own employees or third parties involved, and may, when appropriate, even request an expert opinion.

The sender/recipient will be entitled to compensation only if the complaint was filed within the deadline provided for in these General Conditions and was accompanied by supporting documents, for all alleged aspects.

7.4 The Clients Relations Department records each complaint received in the Complaints Register and confirms its receipt to the complainant party, subject to the manner in which it was received, as follows: by issuing/handing over a registration number for complaints filed in person, by appropriately filling out and signing the acknowledgement of receipt in the case of a written complaint that was sent in an envelope by post with acknowledgement of receipt, by written letter in the case of receipt by post without acknowledgement of receipt or by sending the registration number by e-mail to the e-mail address from which the complaint was received.

7.5 GEBRUDER WEISS has the obligation to resolve the preliminary complaint (involving analysis, reply and compensation) within 3 months from the date of its filing.

7.6 If, following the analysis of the complaint, we find that it is well-founded, compensation shall be granted within 30 days from the date of resolution, without exceeding, however, the 3 months deadline from the date of its filing, and the payment of the amounts owed to the user will be made by payment order or by compensation. The complaint shall be considered well-founded if, in view of the factual situation and the supporting documents filed by the complaining user, according to the legal provisions and the provisions of these General Conditions, GEBRUDER WEISS is under the obligation to grant compensation.

7.7 If the complaint filed with the shipment services provider has not been resolved satisfactorily or has not been responded to within 3 months from the date of filing it, the user in question may submit a complaint to the regulatory authority accompanied by proof of completion of the procedure of prior complaint.

7.8 The provisions of this chapter do not affect the right of either party to address the competent courts, under the terms of the law. In all cases, the deadline for filing a complaint or for filing a court petition is one year from the date of submission of the shipment. The court petition may be filed regardless of whether a complaint with the same subject has been filed with the regulatory authority or not.

VIII. PERSONAL DATA PROTECTION

8.1 Gebruder Weiss is a personal data controller and uses advanced security methods and technologies to protect personal data, collected and processed in accordance with the legal provisions in force.

8.2 Gebruder Weiss understands and respects the importance of personal data, which is why it has adopted all the necessary technical and organizational measures to protect personal data against: accidental or unlawful destruction, against accidental loss or damage and against the unlawful storage, processing, access or disclosure of such data. Gebruder Weiss has also implemented appropriate technical and organizational measures to protect the security of any electronic communications networks or services or used for the transfer or transmission of Personal Data (including measures intended to ensure the secrecy of communications and unauthorized access to any computer or system, thus guaranteeing the security of communications).

8.3 In accordance with Regulation 679/2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (GDPR), any Data Subject has specific rights in relation to data processing, including the right of access to data, as well as, in accordance with the conditions of the GDPR, the right to rectification or erasure, the right to restriction of processing, the right to object to processing and the right to data portability. He/she also has the right to file a complaint with the National Supervisory Authority for the Processing of Personal Data and the right to address the competent courts.

8.4 For more details regarding the exercise of the rights mentioned above, please consult the Company's website www.gw-world.com (as updated from time to time) and/or contact the Data Protection Officer in relation to the processing, at the e-mail address: office.ro@gw-world.com.

The stipulations of the General Conditions regarding the provision of shipping services by GEBRUDER WEISS are supplemented by the stipulations of the legislation in force applicable in the field and may be modified to the extent permitted by the law through commercial contracts signed by GEBRUDER WEISS with users.

These General Conditions regarding the provision of shipping services are applicable starting from 15.01.2025.

Representative - name and surname

Leca Viorel

Signature

LECA
VIOREL
Digitally signed

by LECA VIOREL
Date: 2025.02.03
11:27:08 +02'00'