

TRANSLATION FROM ROMANIAN

GENERAL CONDITIONS REGARDING THE PROVISION OF POSTAL SERVICES OF THE COMPANY GEBRUDER WEISS SRL (Henceforth referred to as "GEBRUDER WEISS")

I. IDENTIFICATION DATA

Name : GEBRUDER WEISS SRL

Trade Register no.: J52/297/2009

Unique registration fiscal code: RO 6614115

European Unique Identifier (EUID): ROONRC.J52/297/2009

Registered headquarters: Bolintin-Deal village, Bolintin-Deal commune, ITHACA, No. 1000 , Giurgiu county

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

II. DEFINITIONS

1. *postal parcel* - postal shipment with a maximum weight of 31.5 kg, containing goods with or without commercial value;
2. *large number of postal parcels* - internal postal items in this category sent in a minimum number of 50 parcels, within a month, by the same sender, based on a written contract with the postal service provider;
3. *postal 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, postal parcels containing goods with or without commercial value;
4. *cash on delivery shipment service* - postal service with the particularity of payment by the recipient to the sender, through the postal network, of the value of the good that is the object of the registered postal delivery;
5. *destination change service* - the postal service with the object of registered postal shipments, the particularity of which consists in the possibility of changing the recipient or the delivery address before the delivery of the item, at the express request of the sender communicated to the supplier within a period agreed in advance, as well as in the possibility of stopping the delivery of the postal shipment;
6. *sender* - the legal entity that initiates the postal shipment and, personally or through a third party, introduces it into the postal network;
7. *recipient* - the person to whom the postal item is addressed;
8. *user* - any legal person who benefits from the provision of a postal service as a sender or any natural or legal person who benefits from the provision of a postal service as a recipient;

GEBRUDER WEISS is TAPA, ISO 9001 and ISO 14001 certified – current versions

GEBRUDER WEISS SRL – TIN RO 6614115 – J52/297/2009 – Share capital 42,000,000 LEI – Personal Data Operator Registration No. 25913
BCR suc. Iuliu Maniu – IBAN RO35RNCB0290116551690001 LEI; RO08RNCB0290116551690002 EUR; RO78RNCB0290116551690003 USD
All our business transactions are based on the FIATA Model Rules as amended by our General Terms and Conditions, which both are available at <http://www.gw-world.ro/impresun/> and shall apply to all future orders between Gebrüder Weiss and the Customer, unless the Parties agree otherwise in writing

III. GENERAL PROVISIONS

3.1 These general conditions regarding the provision of postal services by GEBRUDER WEISS apply to legal relationships related to the provision of postal services resulted, according to the legal provisions, on the basis of this document. GEBRUDER WEISS offers and provides postal services for domestic mail **only** .

3.2 The contracting parties are the sending customer (**exclusively legal entities**) and GEBRUDER WEISS, which accepts the order to pick up and deliver postal shipments. The delivery of the postal shipment will be carried out directly by GEBRUDER WEISS and through third - party subcontractors. Each postal item is identified by GEBRUDER WEISS in its postal network by a unique transport number (reference number).

3.3 **GEBRUDER WEISS offers and provides (on the basis of contracts concluded, in written form, following individual offers negotiated exclusively with legal entities) the following postal services included in the scope of the universal service, with the object of internal postal shipments :**

a) Services consisting in the collection, sorting, transport and delivery of domestic postal parcels weighing up to 10 kg (inclusive).

3.4 **GEBRUDER WEISS offers and provides (on the basis of contracts concluded, in written form, following individual offers negotiated exclusively with legal entities) the following postal services not included in the scope of the universal service, with the object of internal postal shipments :**

a) Services consisting in the collection, sorting, transport and delivery of domestic postal parcels with weight limits between 10 and 31.5 kg (inclusive);

b) Service of cash on delivery;

c) Service of destination change.

IV. CONDITIONS OF ACCEPTANCE OF POSTAL SHIPMENTS

4.1 **The maximum accepted dimensions and weights of your postal shipment :**

a) the maximum accepted dimensions of parcels are 60 cm x 50 cm x 30 cm.

b) the maximum accepted weight of parcels is 31.5 kg .

At the time of picking up the postal shipments, they will be weighed, the measurement and the weight that will be taken into account will be the greater of the physical and volumetric weight.

The calculation formula for volumetric weight is length x width x height / 6000 cm.

4.2 **Packaging and labeling conditions:**

4.2.1. The customer is the sole liable for ensuring the adequate internal and external packaging of postal shipments , according to the nature and weight of the contents. The postal shipments must be packed by the sender in a compact way, in an intact and opaque package , which does not allow the contents to be viewed (but which will not prevent the legibility of the address and on whose surface one can stick easily and durably the address and other signs, labels, indications/markings), corresponding to the weight , shape and nature of the contents , as well as the mode and duration

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of the transport. It is mandatory that it is not possible to access the content of the postal items without its trace.

4.2.2 The packaging must protect the contents in such a way that it cannot be damaged by pressure or successive manipulations, and it can be, as the case may be, cardboard boxes, plywood, wood, plastic, metal, non-typical packaging. Postal shipments containing fragile goods must be properly packed by the sender, using bubble wrap, anti-shock polystyrene, lath or other material that mitigates mechanical shock. Furthermore, it must have the inscription "Fragile" applied on the outside and, if applicable, handling labels (direction arrows). Also, the strength and durability of the packaging chosen according to the content will be taken into account (fragile , flat objects should have protective separators, computer discs should be protected with special bubble materials, sharp edges sides of the goods must be protected with support material , well secured; valuable goods must be protected with at least double cardboard packaging ; for wooden boxes, the corners must be checked/secured and the lid must be sealed) .

4.2.3 The sender must make sure that the goods to be shipped will not be packed in several individual parcels stuck together and that will circulate under the same single transport document.

4.2.4 The sender must comply with the packaging instructions specified in the contract concluded.

4.2.5 The sender is responsible for any total or partial losses, damages, deteriorations against people, the environment, the installations used or other goods, caused by hidden defects caused by the sender's packaging.

4.2.6 The sender will correctly and completely mention the recipient 's identification data, namely: last and first name, town, address, telephone number (recommended), etc.; it is advisable to enter the sender 's data, with the exception of the cash on delivery service, in which case it is mandatory to enter the sender 's data;

4.3 Postal shipments excluded from collection, sorting, transport and delivery

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

- a) postal items consisting of goods whose transportation is prohibited by legal provisions, even if only on a portion of the route;
- b) goods which, by their nature or the way they are packaged, can cause damage to people, the environment, the facilities used or other goods;
- c) goods for which special transport conditions are established, through administrative, economic, sanitary, veterinary, phytosanitary legal provisions: works of art, antiques , gold , silver, gems , perishable products, live animals, etc.
- d) postal items whose packaging contains inscriptions that contravene public order or good morals, as well as postal items consisting of goods that contravene public order or good morals, if they are submitted unpackaged or in transparent packaging;
- e) postal items that show labels or old inscriptions that have not been removed.

4.3.2 GEBRUDER WEISS is entitled to refuse delivery if, after accepting the postal item, it discovers a reason for exclusion or if there are good reasons to suppose that the postal item should be excluded from collection, the burden of proof falling under these circumstances to GEBRUDER WEISS. Acceptance for delivery of sealed postal items containing excluded goods, the existence of which GEBRUDER WEISS is not aware of, does not constitute a waiver of the exclusion from delivery.

4.3.3 In addition to any legal liability, the customer will be responsible for any direct damage caused by the goods that are the subject of postal shipments which are excluded from collection and for damages resulting from the dangerous nature of the postal items or the condition their inadequate packaging, to the extent that this could not be known to GEBRUDER WEISS at the time of taking over the postal items.

4.4 Cash on delivery service

4.4.1 GEBRUDER WEISS provides the cash on delivery service, exclusively on the territory of Romania. The collection of these postal items is done only under the conditions in which the sender has completely indicated all his identification and banking data, if applicable.

4.4.2 The collection and the payment of the sums of money in the case of the cash on delivery service **in the collecting bank account** is done in Romanian lei (RON).

4.4.3 The collection and the payment of the sums of money in the case of the cash on delivery service **is** done in Romanian lei (RON).

4.4. The maximum amount accepted by GEBRUDER WEISS for internal postal shipments that are subject to the cash on delivery service (cash or collecting account) is 5,000 lei/shipment for legal entity recipients and 10,000 lei/shipment for natural person recipients.

Another accepted maximum limit can only be agreed by means of commercial contracts concluded in written form between the sender and GEBRUDER WEISS on the basis of negotiated individual offers (supplementary to the public offer).

4.4.5 The deadline for returning the value of domestic postal shipments to the sender (the amounts collected from the recipient) is 20 working days from the date of delivery.

4.5. GEBRUDER WEISS does not offer as an (additional) feature the insurance of the goods that are the object of the postal shipment at a value declared by the sender.

V. QUALITY CONDITIONS OF POSTAL SERVICES

5.1 Delivery term

5.1.1 GEBRUDER WEISS guarantees the delivery of any domestic shipment in good conditions and in full confidentiality, anywhere in Romania within an average of 5 working days , without exceeding 7 working days , except for the situation in which Saturday delivery was requested .

5.1.2. In case of exceeding this delivery terms for internal postal shipments, as well as in case of exceeding the return deadline, GEBRUDER WEISS is liable to the user by refunding a percentage of 5% of the respective service fee.

The delivery time does not include the days off and the public holidays in Romania.

5.2 Delivery of postal shipments is carried out at the address indicated by the sender, personally to the recipient or to the person authorized to receive the postal item.

5.3. GEBRUDER WEISS has the right to refuse delivery to the recipient of the postal shipment when, after taking over the postal item, it is beyond doubt that it contains goods prohibited for transport or that do not comply with the special conditions of transport established according to the legislation in the field or when , after taking over your postal shipment , it has caused or may cause imminent damage to people, the environment, the facilities used or other postal shipments.

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

If the recipient or the person authorized to receive the postal shipment is not found at the destination at the last delivery attempt , GEBRUDER WEISS will leave a notice containing details of: document number of transport, date of notification to the recipient, the period of keeping the postal item at the disposal of the recipient, as well as the name, address and working hours with the public of the contact point from where the postal shipment can be picked up, and will keep at the contact point, for delivery, the postal shipment that could not be delivered to the recipient for a period of 5 days from the date of notice.

If no container is installed at the recipient's address to receive postal shipments, GEBRUDER WEISS will take all measures to ensure that the notice reaches the recipient, including by sending it by electronic means.

If the recipient refuses either to receive the postal shipment or to pay for the good that is the subject of the cash on delivery service, the return is processed automatically on the same day, without going through the recipient notice procedure.

5.5. At the same time, GEBRUDER WEISS offers as a facility the speedy return of the postal shipment, without notifying the addressee and without keeping the postal shipment, at the express request of the sender, expressed in writing, at the time of submission of the postal item for shipment.

5.6 Conditions for returning the postal shipment to the sender

5.6.1 GEBRUDER WEISS has the obligation to return to the sender the registered postal item that could not be delivered to the recipient due to one of the following reasons:

- a) the recipient's address does not exist or at the indicated address there is no building or available service destined to receiving postal shipments;
- b) the recipient or the person authorized to receive the postal item was not found at the indicated address, after the expiration, when applicable, of the retention period for delivery;

- c) the recipient or the person authorized to receive the postal item refused, as the case may be, to receive the postal item, or to pay the value of the good that was the object of the cash on delivery service.

5.6.2 The return will be made at the **sender's headquarters / operation point** (legal entity) from where the postal item was picked up and involves the payment of a fee agreed according to the contract/the GEBRUDER WEISS access point closest to the sender's address, and will not imply, in the responsibility of the sender, the payment of any fees in this regard, the sender being informed in advance in writing about the possibility of taking over the postal item from the respective GEBRUDER WEISS access point.

5.6.3 The deadline for returning the postal item to the sender is 7 working days from the expiration of the retention period, for delivery, or from the date of the last attempt to deliver postal items that could not be delivered to the recipient or that were refused by the recipient.

5.6.4 Postal shipments that could not be delivered to the recipient or returned to the sender will be kept for 9 months from the date of the postal shipment submission, in the warehouse of GEBRUDER WEISS or of the company's partners in the vicinity of where the delivery / return attempt is made. If during this time the sender or the recipient has not claimed the postal item, it will become the property of GEBRUDER WEISS without any prior notification or formality. For any preservation of the postal item at the disposal of the sender or recipient, GEBRUDER WEISS will charge a fee according to the contract, after the expiry of the notification period.

VI. LIABILITY OF GEBRUDER WEISS

6.1 In the case of total or partial theft/loss, total or partial destruction or damage to the postal item, GEBRUDER WEISS is responsible for the damage caused, if these circumstances occurred between the time of submitting the item and the time of delivery to the recipient or of return to the sender.

6.2 GEBRUDER WEISS is responsible for internal postal shipments as follows:

6.2.1 in case of loss, theft or total destruction:

- a) with the amount of the refund, for a postal shipment that is the subject of a cash-on-delivery service;
- b) with the amount representing 5 times the service rate, for postal 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 the amount representing 5 times the service rate.

6.2.3 in the case of a shipment subject to a cash-on-delivery service, GEBRUDER WEISS is liable for the full value of the refund for the situation in which it did not return the full value to the sender or with the corresponding difference up to its full value, in the event that the refund was partially collected from the recipient.

6.2.4 To the sums provided for in 6.2.1 and 6.2.2 is added the legal penalising interest calculated from the moment of the introduction of the preliminary complaint or, as the case may be, of the introduction of the summons to court, regardless of which of these moments occurs first.

6.2.5 Complete loss of content is equivalent to loss of postal shipment.

6.2.6 In addition to the compensation provided for in 6.2.1, the fees collected when submitting the postal item are also returned.

6.2.7 In case of non-performance of the services that constitute additional features of the postal services, nominated by the sender through special instructions, only the fees collected in addition to the applicable fee for the standard postal service shall be refunded.

6.2.8 Indirect damages and unrealized benefits are not compensated.

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 has not secured a service intended for receiving postal items (for example, Registry);
- c) the shipment was received without objection by the recipient, with the exception of complaints regarding the loss, theft, damage or total or partial destruction of the contents of the postal shipment;
- d) the damage occurred as a result of a case of force majeure or a fortuitous event; in this case, the sender has the right to the refund of the fees paid.

VII. RESOLUTION OF COMPLAINTS

7.1 The sender has the right to appropriate compensation for the damage caused by the loss, theft, total or partial destruction or damage to the postal item and may waive his right to compensation in favour of the recipient.

7.2 The user who considers itself prejudiced, under the terms of art. 7.1, through improper performance or non-provision of the postal service by GEBRUDER WEISS can address a preliminary complaint. The preliminary complaint can be addressed by the sender or the recipient and can be submitted in person or by postal services to the address of the GEBRUDER WEISS headquarters in Com. Bolintin Deal, 1000, Ithaca Street, Giurgiu county, to the attention of the Complaints Resolution Department or by e- mail at office.ro@gw-world.com.

7.3 The deadline for submitting a preliminary complaint addressed to GEBRUDER WEISS is 6 months and is calculated from the date of submission of the postal item.

In order to resolve the complaint, it is mandatory that in its content the user describes the reported non-conformities, indicates its claims, the method of payment chosen in the case of compensation and the information necessary for the transmission of compensation, as well as the contact details for the event in which the complaint will prove to be justified. Also, the complaint will be accompanied by supporting documents and evidence for the situation complained of and the damage caused, such as a copy of the transport document, a copy of the invoice issued by GEBRUDER WEISS and the document attesting to the payment of the service, photos of the

destroyed or deteriorated package/ good / the packaging of the postal shipment, a copy of the verification report, etc. The user will provide any other data and information that could be useful for resolving the complaint.

The sender / recipient will be entitled to compensation only if the complaint has been filed within the term provided for in these General Conditions and is accompanied by supporting documents , for all aspects complained of .

7.4 The Customer Relations Department registers each complaint and confirms its receipt to the complainant depending on how it was received, as follows : by issuing / giving a registration number to in the case of complaints submitted in person; by sending the registration number via e-mail to the e-mail address from which the complaint was received; by filling in and signing the confirmation of receipt in the case of a written complaint sent in an envelope via the postal service with confirmation of receipt; by written notice in the case of receiving the complaint through a postal service without confirmation of receipt ; when there is an express request in this regard from the complainant regarding the method of confirming the complaint, its request will be taken into account.

7.5 GEBRUDER WEISS has the obligation to resolve the preliminary complaint within 3 months from the date of its introduction.

7.6 If, following the analysis of the complaint, it is found to be justified, the compensation is granted within 30 days from the date of settlement of the complaint, without exceeding the term of 3 months from the date of its introduction, by payment order or compensation. The complaint will be considered justified if, in relation with the factual situation and the supporting documents submitted by the complaining user, according to the legal provisions and the provisions of these general conditions , GEBRUDER WEISS is obliged to grant compensation.

7.7 If the complaint addressed according to art. 7.2 has not been satisfactorily resolved or responded to within 3 months, the user concerned may submit a complaint to the regulatory authority.

7.8 The provisions of this chapter do not condition the right of any of the parties to address the competent courts, under the law. In all cases, the deadline for submitting a complaint or filing a summons is one year from the date of postal shipment submission.

The summons can be filed regardless of whether a complaint with the same object has been submitted to the regulatory authority or not.

VIII. PROTECTION OF PERSONAL DATA

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

8.2 Gebruder Weiss understands and respects the importance of personal data, in the sense that it has adopted all the necessary organizational technical measures for the protection of personal data against: accidental or illegal destruction, against accidental loss or damage and against illegal storage, processing, access or disclosure of these data.

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 circulation of such data and the repeal of Directive 95/46/EC (GDPR), any Data Subject benefits from specific rights in relation to data processing, including the right to access data, as well as , in accordance with the conditions of the GDPR , to rectify or delete them, to restrict processing thereof, to oppose processing thereof and the right to data portability. The Data Subject also has the right to file a complaint with the National Authority for the Supervision of Personal Data Processing and the right to address the competent courts .

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

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

**Company GEBRUDER WEISS SRL
Administrator,
Viorel LECA**