GLS POLAND TERMS AND CONDITIONS FOR GLS POINTS AND PARCEL LOCKERS

I. GENERAL PROVISIONS

Spółka General Logistics Systems Poland Spółka z ograniczoną odpowiedzialnością, with its registered office in Głuchowo, Komorniki commune (62-052), at ul. Tęczowa 10, entered into the National Court Register maintained by the District Court for Poznań – Nowe Miasto and Wilda in Poznań, 8th Commercial Division of the National Court Register under number 0000005009, NIP (Tax ID) 785-15-61-831, with a share capital of PLN 16,311,638.00, BDO 000134659, hereinafter referred to as GLS Poland, provides—at the request of customers, both domestically and internationally—services consisting of the acceptance, transport, and delivery of parcels: courier shipments as defined by the Postal Law Act of November 23, 2012, and freight shipments as defined by the Transport Law Act of November 15, 1984 (hereinafter referred to as "Services").

II. DEFINICJE

For the purposes of these Terms and Conditions, the following terms shall mean:

- **Aplikacja myGLS** – mobile application software owned by GLS Poland and made available to Customers free of charge, enabling, among other things, the dispatch of Parcels under the conditions specified in the Application;
- **APM** – parcel locker – a self-service device with compartments, enabling Customers to send and receive Parcels;
- **Delivery Notification** – notification of an unsuccessful attempt to deliver a Parcel to the Recipient;
- **Price List** – the list of fees for Services, applicable to GLS points;
- **Business Days** – days from Monday to Friday, excluding public holidays falling on those days;
- **Individual Parcel Collection Code** – a PIN or BLIK code – an individual authentication code allowing the Recipient to collect and confirm the receipt of the Parcel electronically;
- **Customer** – either the Sender, the Recipient or any other person ordering the Service;
- **Courier** – a person acting on behalf of GLS Poland, performing part of the Service for Customers under the terms set out in the Terms and Conditions;
- **Delivery Location** – the address specified by the Customer in the Proof of Shipment (PN) for delivery of the Parcel;
- **Sender** – the person who hands over the Parcel to GLS Poland along with the PN or other documents;
- **Recipient** – the entity specified in the PN document to whom the Parcel is to be delivered at the Delivery Location;
- **Parcel** – items packaged in a required or commonly accepted manner, entrusted by the Customer to GLS Poland for acceptance, transport, and delivery based on a PN. Dimensions for Parcels delivered to the Recipient's address must not exceed a total of 3 meters when adding girth and the longest side, with the longest side not exceeding 2 meters, a maximum width of 80 cm, and height of 60 cm. Maximum dimensions for Parcels sent to a GLS point are available at (they vary by point). The maximum dimensions of a Parcel dispatched using the myGLS Application, regardless of the selected Delivery Location, or where the Delivery Location is an APM, shall not exceed:: 60 cm (length), 41 cm (width), and 38 cm (height). In the case of irregularly shaped Parcels, dimensions are calculated based on the outline of a right-angled box (even if the Parcel is physically packaged otherwise). The gross weight of a single Parcel dispatched using the myGLS Application, regardless of the selected Delivery Location, or to any other GLS Point or APM must not exceed 31.5 kg for both domestic and international services. For Parcels delivered to GLS points or APMs, the weight must not exceed 20 kg. GLS Poland provides services of receiving, sorting, transporting, and delivering courier and freight Parcels;
- **Courier Parcel** – as defined above, a Parcel weighing up to 20 kg, with total dimensions (length + width + height) not exceeding 3 meters, and the longest dimension not exceeding 1.5 meters;
- **Freight Parcel** – as defined above, a Parcel weighing more than 20 kg;
- **GLS Point** – a facility operated on behalf of GLS Poland or by a GLS Poland branch, where the Sender can enter into a Service Agreement and the Recipient can collect a Parcel;
- **Proof of Delivery** – a confirmation of Parcel receipt by the Recipient or an authorized person – evidence of Parcel delivery signed either in written or electronic form, or via Individual Parcel Collection Code entered electronically;
- **Proof of Shipment (PN)** – confirmation of entering into a Service Agreement and GLS Poland's acceptance of the Parcel for transport and delivery;
- **SENT Register** – the register of notifications pursuant to the Act of 9 March 2017 on the road and rail transport monitoring system for goods and the trade in heating fuels (consolidated text: Journal of Laws of 2024, item 1218, as amended);
- **GDPR** – Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 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 (General Data Protection Regulation);
- **Force Majeure** – an external, sudden, unforeseeable, and unavoidable event beyond the control of the Parties, the consequences of which cannot be predicted or prevented, making it impossible to perform the Service in whole or in part;
- **Goods subject to SENT** – goods the transport of which, including due to their type, quantity, weight, lack of accompanying documents, or the characteristics of the Sender or the Consignee, requires notification in the SENT Register pursuant to the Regulation of the Minister of Finance of 25 April 2022 on goods whose transport is covered by the road and rail transport monitoring system and the trade in heating fuels (consolidated text: Journal of Laws of 2024, item 1157, as amended);
- **Track-ID** – the identification number of the delivery notification.

III. CONCLUSION AND TERMS OF THE SERVICE AGREEMENT

1. The Sender may dispatch a Parcel using the myGLS Application or by handing over the Parcel at a GLS Point to a person acting on behalf of GLS Poland. Where a Parcel is dispatched using the myGLS Application, the Delivery Location may be an APM, a GLS Point or a specified delivery address.

2. The Service Agreement is concluded upon GLS Poland's acceptance of the Parcel for transport and delivery, and in the case of a Parcel dispatched using the myGLS Application, upon placing an order with an obligation to pay and completing the payment. GLS Poland confirms acceptance of the Parcel by sending an e-mail message to the e-mail address provided by the Sender or an SMS message to the phone number provided by the Sender, which constitutes proof of contract conclusion. When dispatching a Parcel at a GLS Point, the Sender, by signing on the GSM Device, confirms that they have read and accepted the Terms and Conditions, which become an integral part of the contract.\

3. GLS Poland does not accept Parcels with a value exceeding PLN 1,000.00.

4. A person acting on behalf of GLS Poland who accepts the Parcel from the Sender is not authorized to make or accept changes or additions to the terms specified in the Terms and Conditions.

5. GLS Poland is not bound by oral or written instructions or information provided by the Customer or persons accepting Parcels on behalf of GLS Poland, particularly those placed on the Parcel packaging or PN, that contradict the law or the Terms and Conditions.

6. The Customer may modify the Service request in writing or electronically; in such cases, GLS Poland may request the electronic PN. In justified cases, for changes to the Delivery Location, GLS Poland may accept the Customer's verbal instructions. In such situations, GLS Poland does not guarantee the possibility of fulfilling the modified request and reserves the right not to deliver the Parcel on the agreed date.

IV. COMPENSATION

1. The amount of compensation for the provision of Services is defined in the Price List. The current GLS point Price List is available at GLS points and on the website. The current price list for shipments dispatched using the myGLS Application is available within the Application during the Parcel dispatch process.

2. Payment for Services is made by the Customer at GLS Point in advance, electronically (BLIK/payment card), at the latest at the time the Parcel is accepted by GLS Poland. In GLS Points operated by GLS Poland branches, payment in cash is also possible.

3. Payment for Services provided through the myGLS Application shall be made by the Customer in advance through the Application via a payment operator using electronic payment methods (BLIK, payment card, online bank transfer, Apple Pay or Google Pay).

4. GLS Poland issues the Customer a relevant proof of payment, which can be downloaded via a link sent by SMS to the Sender by GLS Poland. For Parcels dispatched using the myGLS Application, proof of payment is available within the Application.

V. ITEMS EXCLUDED FROM SERVICE

1. GLS Poland does not accept for transport and delivery parcels containing:
   a) items whose movement is prohibited under applicable laws or treaties, conventions, or international agreements to which Poland is a party,
   b) items excluded from air transport under applicable laws in case of combined air-road transport,
   c) cash, currency notes, postage stamps, gift vouchers or other payment documents, checks, payment or credit cards, excise stamps, securities, precious metals or stones and products made from them, jewelry, works of art or objects of artistic value, antiques, and other items whose value arises from their age, rarity, or subjective features, numismatic or philatelic collections, ID tags, including tickets, registration documents or related stickers,
   d) tender documents, offers or commercial contracts, accounting documents, settlement documents, medical and insurance documents,
   e) prepaid or activation telecommunications cards and electronic data carriers such as USB drives, hard drives, memory cards or similar,
   f) goods under special customs procedures, transported under temporary customs clearance or ATA carnet,
   g) nicotine and tobacco products and alcohol, including items requiring excise duty markings,
   h) goods transported under a customs seal,
   i) live animals or plants,
   j) goods requiring temperature-controlled conditions,
   k) perishable goods or foodstuffs as defined by the Act on Food Safety and Nutrition,
   l) medicinal products as defined by the Pharmaceutical Law, ingredients used for medicinal product production, narcotics and psychotropic or hallucinogenic substances—unless sent for research purposes by authorized institutions with prior written consent of GLS Poland,
   m) items requiring specialist phytosanitary tests,
   n) flammable or explosive materials, corrosive or foul-smelling substances and other goods listed in the ADR Convention, weapons or ammunition,
   o) tobacco raw material as defined in the Excise Duty Act or denatured alcohol,
   p) tires in international shipments,
   q) human or animal remains, ashes, or body parts,
   r) human or animal organs, body fluids, and metabolic products,
   s) personal belongings or household goods in relocation,
   t) string or plucked musical instruments,
   u) items whose properties may pose a threat to people or risk damage, destruction, or contamination of other parcels,
   v) goods requiring special conditions for transport or storage (e.g., specific position such as horizontal; glass, ceramics, televisions, car body parts, or other fragile items),
   w) animal-origin products referred to in Commission Regulation (EC) No. 206/2009 of 5 March 2009,
   x) items or parcels whose shipment is prohibited under any applicable legal sanctions, for example, due to their content, recipient, or destination country. Legal sanctions mean any laws, regulations, orders, or prohibitions imposing any sanctions (including trade restrictions or economic sanctions) on countries, individuals, legal entities, or any other organizational units, including but not limited to those imposed by the United Nations, the European Union, or EU member states,
   y) any media containing personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data for uniquely identifying a person, or data concerning health, sexuality, or sexual orientation of a person.
   z) Goods subject to SENT and requiring notification in the SENT Register.

2. GLS Poland does not accept parcels addressed to P.O. boxes or with delivery addresses indicating a temporary location, including, in particular: hotels, guesthouses, student dormitories, shelters, medical or health resorts, fairs, exhibitions, or beaches.

3. GLS Poland is entitled to terminate the Agreement with immediate effect if a shipment excluded from the service is submitted for transport or if any other item not listed in point V.1 of the Terms and Conditions is submitted, which poses a threat to life, health, or property of any entity.

VI. SENDER'S OBLIGATIONS

1. The Sender ensures and guarantees that:
   a) the Recipient's and Sender's data, including addresses and phone numbers provided when sending the Parcel, are true and correct;
   b) under no circumstances does the value of the Parcel exceed the amount specified in Section III, paragraph 3 of the Terms and Conditions;
   c) the Parcel has been properly packaged in a manner that secures it during the provision of the Service against loss, shortage, or damage—in particular, the packaging should be properly sealed and secured (e.g., with seals, wax seals, adhesive tape, or stickers, etc.) to prevent access to the contents without leaving visible signs, and must include appropriate internal protection to prevent contents from moving;
   d) the contents of the Parcel do not include items excluded from the Service, as listed in Section V of the Terms and Conditions;
   e) the dimensions of the Parcel do not exceed the allowable dimensions or sizes specified in Section II of the Terms and Conditions;
   f) the Parcel is suitable for automatic handling during transshipment and sorting;
   g) the weight of the Parcel does not exceed 31.5 kg, and in the case of dispatch through the myGLS Application, does not exceed 20 kg.
   h) The Parcel is not subject to the obligation of notification in the SENT Register, and if the dispatched Parcel contains Goods subject to SENT, it is exempt from the obligation to make a notification in the SENT Register (in particular due to quantity thresholds, weight, the nature of the goods, the status of the Sender or the Consignee, or other exemptions provided for by law).
   i) in the case of a label-free Parcel dispatched using the myGLS Application, the complete 12-digit parcel number for dispatching the Parcel in an APM has been correctly and legibly affixed to the Parcel.

2. The Client bears full liability—both towards GLS Poland and third parties—for any damage resulting from the Client's breach of the provisions of paragraph 1 above.

VII. DISPATCHING THE PARCEL

1. The Parcel is accepted for transportation and delivery at a GLS Point and where the Parcel is dispatched using the myGLS Application, at a GLS Point or an APM.

2. Proof of acceptance of the Parcel at GLS Point is an SMS message sent to the mobile phone number or email address provided by the Sender at the time of dispatch. Proof of acceptance of a Parcel deposited in an APM shall be an e-mail message sent to the e-mail address provided by the Sender.

3. GLS Poland may refuse to conclude a Service Agreement or may withdraw from its performance if:
   a) The Parcel contains items excluded from acceptance and transportation, as specified in Section V of the Terms and Conditions,
   b) The Parcel does not meet the conditions required by GLS Poland to conclude the Agreement, as stated in Section VI of the Terms and Conditions, particularly regarding packaging and labeling of the Parcel,
   c) The Sender fails to fulfill the obligations specified in Section VI, paragraph 1, letters e), f), g) or h) of the Terms and Conditions.

4. GLS Poland may accept a Parcel for transportation and delivery even if it does not meet the conditions specified in Section VI, paragraph 1, letter c), only if such packaging does not pose a risk to other Parcels, people, or property. In such a case, the Sender assumes responsibility for any damage that may result from this, as well as for any potential damage or loss of the Parcel's contents during transportation, and for any delay in delivery caused by the need to secure the Parcel, which will be done at the Sender's expense.

VIII. DELIVERY OF THE PARCEL

1. The principle is to deliver the Domestic Parcel to the Recipient at the Delivery Location no later than the next business day after the Parcel is dispatched. GLS Poland guarantees delivery of the Domestic Parcel within three business days after the day the Parcel is dispatched.

2. The principle is to deliver the International Parcel to the Recipient at the Delivery Location no later than within the timeframe resulting from the information provided on the website www.gls-group.eu. GLS Poland guarantees delivery of the International Parcel within the indicated timeframe extended by three business days.

3. A Parcel may be collected within 72 hours of being deposited in an APM or within 7 calendar days from the date of delivery where the Parcel has been delivered to a GLS Point.

4. The Recipient confirms delivery of the Parcel by signing in person either on an electronic device (scanner) or on a paper document, or by entering on an electronic device or the APM screen an Individual Parcel Pickup Code (PIN code or BLIK code). The Client agrees to the use of the printed Recipient's signature or the printed Individual Parcel Pickup Code (PIN or BLIK) from the electronic device as proof of delivery by GLS Poland and will not raise objections to such proof solely because the confirmation is obtained and stored electronically by GLS Poland.

5. GLS Poland has the right to verify the identity of the Recipient by comparing the data on the delivery note with data contained in identification documents (e.g., ID card, passport, driver's license).

6. The Recipient is not allowed to open the Parcel before signing the Delivery Confirmation.

7. If damage or shortage of the Parcel is found before handing it over to the Recipient, the delivering Courier or the person acting on behalf of GLS Poland at the GLS Point will immediately prepare a report on the Parcel's condition (damage report). The damage report can also be requested by the Recipient if they claim the Parcel has been tampered with. The damage report is signed by the Courier or the person acting on behalf of GLS Poland at the GLS Point and the Recipient. The Recipient receives a copy of the report.

8. In the event of the Recipient's absence at the Delivery Location, the GLS Poland Courier may:
   a) with the Recipient's consent, hand over the Parcel to a third party authorized by the Recipient, present in the immediate vicinity of the Delivery Location, indicated by the Recipient ("Substitute Delivery"). Immediate vicinity is understood as a place (premises) in the same house, building, or facility as the Delivery Location or a house, building, or facility directly adjacent to the Delivery Location.
   b) provided that the system data contains the Recipient's contact phone number or email address, leave the Parcel at the nearest GLS point or APM for the Recipient to collect. In such a case, the Recipient receives a written (notice) or electronic notification about the address of this point or APM and an Individual Parcel Pickup Code (PIN) enabling Parcel collection;

9. In the event of an unsuccessful delivery attempt for reasons beyond GLS Poland's control (e.g., incorrect address provided, refusal to accept the Parcel by the Recipient), GLS Poland returns the Parcel to the GLS Point where it was dispatched, if the Parcel was dispatched at a GLS Point and, in all other cases, to the Sender's address.

IX. LIABILITY OF GLS POLAND

1. GLS Poland is liable for non-performance or improper performance of the Service under the terms arising from the Regulations, Postal Law, Carriage Law, Civil Code, and other applicable legal provisions.

2. The Service is considered improperly performed particularly if, from the time GLS Poland accepts the Package for transport until its delivery, loss or damage to the Package occurs, as well as delay in delivery. GLS Poland's liability for non-performance or improper performance of the Service arises at the moment GLS Poland undertakes the obligation to provide the Service.

3. The Service is considered not performed in case of loss of the Package after GLS Poland accepts it for transport. A Package is considered lost if it is not delivered to the Recipient or an authorized third party (substitute delivery) within 30 days from the day GLS Poland accepted the Package for transport.

4. GLS Poland is not liable for non-performance or improper performance of the Service if it results from:
   a) force majeure,
   b) reasons attributable to the Sender, Recipient, or a third party used by them, not caused by GLS Poland's fault,
   c) the nature of the items sent for transport,
   d) violation by the Sender or Recipient of applicable law or provisions of these Regulations.

5. GLS Poland is not liable for loss of the Package whose weight or quantity of items it did not verify at the time of acceptance for transport if it delivers it without signs of damage to the packaging secured by the Sender with a seal, wax seal, Sender's tape, or another similar durable method.

6. GLS Poland is liable only for actual, proven losses incurred by the Client due to non-performance or improper performance of the Service, excluding lost benefits, profits, or income of the Client or a third party, unless caused by intentional fault, gross negligence, or tortious act of GLS Poland.

7. In domestic operations, liability is limited to the value of the Parcel which GLS Poland has agreed to accept in accordance with the provisions of these Terms and Conditions, unless the damage was caused by intentional fault, gross negligence, or tortious act of GLS Poland.

8. If the damage is due to circumstances for which GLS Poland is partly liable, its liability is limited to the extent to which these circumstances contributed to the damage.
9. In domestic operations, subject to clause 6 above, compensation for loss or damage to the Package shall not exceed the ordinary value of the items contained in the Package unless the damage was caused by intentional fault, gross negligence, or tortious act of GLS Poland. The value of the items is determined based on, in the following order:
   a) the price stated on the purchase invoice (receipt),
   b) the price from the official price list valid on the day the Package was accepted for transport,
   c) the value of items of the same kind and type at the time and place of Package acceptance by GLS Poland.

In case of damage in domestic operations involving foreign currency, compensation will be calculated based on the average NBP exchange rate on the date the Package was sent.

10. In international operations, GLS Poland's liability for loss or damage to the Package shall not exceed 8.33 SDR per kilogram of missing gross weight, but not more than the actual value of the Package, unless the damage was caused by intentional fault, gross negligence, or tortious act of GLS Poland. The above amount is converted to Polish zloty based on the average NBP exchange rate on the date the Package was accepted for transport.

11. In case of damage to the Package, compensation is determined according to the percentage decrease in its value.

12. In addition to the compensation stated in clauses 6, 7, 9, and 10 above, GLS Poland refunds the transport fee in full in case of loss of the Package, partially in case of damage, and proportionally to the decrease in value in case of damage.

13. In case of delay in delivering a courier Package, GLS Poland shall pay compensation not exceeding twice the fee for the Service.

14. In case of delay in delivering a domestic freight Package, if the Client proves resulting damage, GLS Poland shall pay compensation corresponding to the actual damage, but not exceeding twice the fee for the Service, unless the delay was caused by intentional fault, gross negligence, or tortious act of GLS Poland.

15. In case of delay in delivering an international freight Package, if the Client proves resulting damage, GLS Poland shall pay compensation corresponding to the actual damage, but not

exceeding the fee for the Service, unless the delay was caused by intentional fault, gross negligence, or tortious act of GLS Poland.

16. If non-performance or improper performance of the Service results from intentional fault, gross negligence, or tortious act of GLS Poland, GLS Poland shall be liable for such non-performance or improper performance under the provisions of the Civil Code dated April 23, 1964, up to the full extent of the damage.

X. SENDER'S LIABILITY

1. The Sender is liable to GLS Poland for any damage caused to persons, equipment, or other Parcels, as well as for any costs resulting from:
   a) providing information or statements in the PN document or in any other form that are false, inaccurate, insufficient, or entered in the wrong place,
   b) a defective condition of the Parcel, or lack or inadequacy of its packaging.
   c) in the case of dispatch through an APM, including, in particular, failure to place the Parcel in the designated compartment, failure to close or properly close the compartment containing the Parcel, or placing multiple Parcels in a single compartment.

2. The Sender is liable to GLS Poland for incorrect completion of documents used to perform the Service, including providing information that is false, inaccurate, incomplete, or entered in the wrong place. The Client is also liable for incorrect or inaccurate information provided to GLS Poland in any other form.

3. If the Client fails to fulfill the obligation referred to in Section VI(1)(a), GLS Poland is not liable for performing the Service and reserves the right to retain the Parcel until proper instructions are received from the Sender or to return the Parcel to the GLS Point where it was submitted.

XI. CLAIMS AND COMPLAINTS

1. Claims regarding improper performance of the Service Agreement are nullified upon acceptance of the Parcel without reservations. However, this does not apply to claims regarding damage or shortages not visible at the time of delivery, which must be reported in writing by the Recipient to GLS Poland no later than 7 (seven) days from the date of receipt. In such cases, the Client has the right to request a damage report to be prepared in the presence of a GLS Poland representative. The report must be signed by both the Client and the GLS Poland representative. GLS Poland is only liable in such cases if the Client proves that the damage occurred between the time the Parcel was accepted for transportation and the moment of delivery.

2. Complaints must be submitted in writing to the registered office of GLS Poland or electronically using the contact form (for Consumers https://gls-group.com/PL/pl/reklamacje-konsumenckie/ within 30 (thirty) days, or in case of loss of the Parcel – within 45 (forty-five) days from the date the Parcel was accepted by GLS Poland for transportation, but not later than 12 months from the date of shipment.

3. Complaints should be resolved within 30 days from the date of submission.

4. The Customer who paid the transport fee to GLS Poland is entitled to submit claims for a refund of the transport fee. If a person other than the Customer submits a complaint, that person should enclose a document of assignment of rights or a power of attorney. A complaint submitted by an unauthorised person will be returned to that person together with information on who is entitled to submit the complaint. This does not apply to an insurance company pursuing a recourse claim against GLS Poland.

5. The complaint should include:
   a) The full name (or company name and address for business entities) of the complainant, along with their bank account number or instructions for postal payment;
   b) The claimed amount with justification;
   c) Relevant documents supporting the claimed amount (e.g., original purchase invoice, receipt, or other documents confirming the amount);
   d) The PN document;
   e) A report on the condition of the Parcel / damage report.

GLS Poland may request the complainant to provide additional documents necessary to process the complaint, in particular photographic documentation.

6. If the complaint is submitted by an unauthorized person or does not meet the requirements set out in paragraph 5 above, GLS Poland will request the complainant to complete it. The deadline referred to in Section XI(3) is suspended until the complaint is supplemented by the complainant.

7. GLS Poland will inform the complainant of the outcome of the complaint process by stating:
   a) If the claim is accepted – the accepted amount and the method of payment to the complainant;
   b) If the claim is fully or partially rejected – the grounds for refusal with justification.

8. In case of Parcel damage, the Client is obligated to keep the Parcel available to GLS Poland until the complaint procedure is completed.

9. If the complaint is accepted, GLS Poland must pay compensation within 30 days from the date the complaint is accepted.

10, The Client has the right to charge statutory interest in case of late compensation payment or late refund for an unperformed service.

11. In matters not regulated by these Terms and Conditions, the applicable provisions of the Postal Law Act and the executive regulations issued on its basis shall apply to courier shipments, and the applicable provisions of the Transport Law and the Regulation of the Ministry of Transport and Maritime Economy on determining the condition of shipments and complaint procedures shall apply to freight parcels.

XII. PERSONAL DATA PROTECTION / INFORMATION ON PERSONAL DATA PROCESSING

1. Claims regarding improper performance of the Service Agreement are nullified upon acceptance of the Parcel without reservations. However, this does not apply to claims regarding damage or shortages not visible at the time of delivery, which must be reported in writing by the Recipient to GLS Poland no later than 7 (seven) days from the date of receipt. In such cases, the Client has the right to request a damage report to be prepared in the presence of a GLS Poland representative. The report must be signed by both the Client and the GLS Poland representative. GLS Poland is only liable in such cases if the Client proves that the damage occurred between the time the Parcel was accepted for transportation and the moment of delivery.

2. Complaints must be submitted in writing to the registered office of GLS Poland or electronically using the contact form (for Consumers:) within 30 (thirty) days, or in case of loss of the Parcel – within 45 (forty-five) days from the date the Parcel was accepted by GLS Poland for transportation, but not later than 12 months from the date of shipment.

3. Complaints should be resolved within 30 days from the date of submission.

4. If someone other than the Client submits the complaint, a document transferring the rights or a power of attorney must be included. This does not apply to insurance companies submitting subrogated claims to GLS Poland.

5. The complaint should include:
   a) The full name (or company name and address for business entities) of the complainant, along with their bank account number or instructions for postal payment;
   b) The claimed amount with justification;
   c) Relevant documents supporting the claimed amount (e.g., original purchase invoice, receipt, or other documents confirming the amount);
   d) The PN document;
   e) A report on the condition of the Parcel / damage report.

If the above documents are insufficient for complaint resolution due to their quality or content, GLS Poland may request additional documents related to the type and amount of the claim, subject to paragraph 6 below.

6. If the complaint is submitted by an unauthorized person or does not meet the requirements set out in paragraph 5 above, GLS Poland will request the complainant to complete it. The deadline referred to in Section XI(3) is suspended until the complaint is supplemented by the complainant.

7. GLS Poland will inform the complainant of the outcome of the complaint process by stating:
a) If the claim is accepted – the accepted amount and the method of payment to the complainant;
b) If the claim is fully or partially rejected – the grounds for refusal with justification.

8. In case of Parcel damage, the Client is obligated to keep the Parcel available to GLS Poland until the complaint procedure is completed.

9. If the complaint is accepted, GLS Poland must pay compensation within 30 days from the date the complaint is accepted.

10, The Client has the right to charge statutory interest in case of late compensation payment or late refund for an unperformed service.

11. In matters not regulated by these Terms and Conditions, the applicable provisions of the Postal Law Act and the executive regulations issued on its basis shall apply to courier shipments, and the applicable provisions of the Transport Law and the Regulation of the Ministry of Transport and Maritime Economy on determining the condition of shipments and complaint procedures shall apply to freight parcels.
XII. PERSONAL DATA PROTECTION / INFORMATION ON PERSONAL DATA PROCESSING
1. GLS Poland is the controller of the personal data of Senders, Recipients and persons authorised to collect a Parcel. The controller has appointed a Data Protection Officer, who can be contacted via a dedicated email address: dataprotection@gls-poland.com or by traditional mail, sent to the controller's registered address.

2. All GLS Group companies located within the European Union are subject to the provisions of the GDPR and other applicable national data protection regulations. GLS Poland makes every effort to protect personal data against loss or misuse by implementing appropriate technical and organizational measures. All personal data protection concerns are recorded, thoroughly explained, and analyzed in accordance with applicable regulations.

3. The data subject has the right to:
   a) receive information and access to their personal data (right of access under Article 15 GDPR),
   b) rectify incorrect personal data and update it (right to rectification under Article 16 GDPR),
   c) request the erasure of their personal data (right to erasure under Article 17 GDPR),
   d) request restriction of processing (right to restriction under Article 18 GDPR),
   e) request data portability to another controller (right to data portability under Article 20 GDPR),
   f) object to the processing of their personal data based on the legitimate interests of GLS Poland, including for direct marketing purposes (right to object under Article 21 GDPR),
   g) where the processing is based on consent, withdraw that consent at any time. Withdrawal of consent does not affect the lawfulness of processing based on consent before its withdrawal.
   To exercise any of the above rights, including withdrawal of consent, the data subject should contact the Data Protection Officer at GLS Poland and clearly indicate which right is being exercised.

For identification purposes, GLS Poland may request additional confirmation of identity to prevent unauthorized access to personal data.
The data subject also has the right to lodge a complaint with the supervisory authority. - the President of the Personal Data Protection Office (UODO) (ul. Stanisława Moniuszki 1A, 00-014 Warsaw).

4. GLS Poland processes personal data:

4.1. To fulfill the Agreement with its Clients (Senders) [pursuant to Article 6(1)(b) GDPR], GLS Poland processes the following necessary data as a data controller:
   a) Client data (registration details, contact persons' names, job titles, phone numbers, signatures, email addresses),

b) Sender data (first name, surname or company name, dispatch address, e-mail address, phone number, signature, information confirming payment for the Service, invoice details and other details required for service fulfillment),
c) Recipient data (name and surname, signature, address, postal code, city, country, and optionally other data necessary for the provision of the Services and Additional Services, as provided to the controller). GLS Poland receives Recipient data from the Sender: either provided when the Parcel is dispatched at a GLS Point or entered by the Sender in the myGLS Application (either manually or selected from the Address Book saved by the Sender in the Application), as well as from the Recipient themselves (e.g. when redirecting a Parcel or submitting a complaint). GLS Poland uses the Recipient's phone number and e-mail address to provide notifications regarding the Parcel status and estimated delivery date, to communicate the Individual Parcel Collection Code or Delivery Notification, and to enable telephone contact between the Courier or GLS Poland and the Recipient where necessary for the delivery of the Parcel.Recipient (Consumer) data provided by the recipient such as name, address, email, and bank account number (for potential compensation) may also be processed in relation to handling a submitted complaint.

In specific cases, within the CashService Additional Service, the following personal data of Clients, Senders, or Recipients may also be processed: full name, citizenship, PESEL number or date of birth, and identity document number. These are processed to comply with obligations under the Anti-Money Laundering and Terrorist Financing Act.
Providing personal data is necessary to perform the Services offered by GLS Poland.
If the Sender provides additional personal data of the Recipient in connection with an Additional Service, the Sender is responsible for properly collecting such data, in particular for obtaining the Recipient's consent to transfer the data to GLS Poland.

4.2. As part of the IdentService Additional Service, GLS Poland acts as a processor. The data controller is the Client. The scope of data provided to GLS Poland is defined by the Client, with whom a data processing agreement is signed in accordance with Article 28 GDPR.

4.3. In some cases, data is also processed based on consent [pursuant to Article 6(1)(a) and Article 7 GDPR], particularly for marketing purposes, participation in promotions or contests, or for legitimate interests of the controller [pursuant to Article 6(1)(f) GDPR], such as: pursuing claims, creating analyses and statistics, service quality assessments, or marketing of GLS Poland's own services, ensuring the security of Parcels and GLS Poland's property.

4.4. As a registered postal operator, GLS Poland also processes the above-mentioned categories of personal data and Client identification data to fulfill legal obligations [pursuant to Article 6(1)(c) GDPR], particularly under the Postal Law, Transport Law, and the Accounting Act (e.g., correct billing, complaint handling), as well as obligations under the Anti-Money Laundering and Terrorist Financing Act.

4.5. The provision of personal data is voluntary; however, it is necessary for the conclusion and performance of the Service Agreement. Failure to provide the Sender's or Recipient's data required at the time of dispatch will make it impossible to accept the Parcel for transportation and delivery. Providing the Recipient's phone number or e-mail address is necessary for communicating the Individual Parcel Collection Code where the Parcel is delivered to a GLS Point or an APM.

4.6. GLS Poland does not make decisions concerning Senders or Recipients based solely on automated processing, including profiling, which would produce legal effects concerning them or similarly significantly affect them.

4.7. By providing GLS Poland with the personal data of a Recipient or any other person, the Sender is responsible for the accuracy of such data and confirms that it has been obtained lawfully and that the Sender is entitled to provide it to GLS Poland for the purpose of performing the Service. In the case of Substitute Delivery, GLS Poland processes the first name, surname and signature of the person authorised by the Recipient to collect the Parcel. GLS Poland receives such data from the Recipient or directly from that person at the time of delivery of the Parcel.

5. GLS Poland may disclose personal data to:
a) subsidiaries and subcontractors (e.g., transport partners, operators of Szybka Paczka parcel points) within or outside the EU (in the case of international Parcels) to deliver parcels from Sender to Recipient [pursuant to Article 49(1)(b) or (c) GDPR], In the case of an International Parcel dispatched using the myGLS Application, the Sender's and Recipient's data necessary for delivery (first name, surname, company name, address, phone number, e-mail address) are transferred to the GLS Group company performing the delivery in the country of destination, which processes such data as an independent controller and communicates with the Recipient; the data necessary for issuing an invoice and the payment data are not transferred to that company,
b) entities with which GLS Poland has service agreements or which act on behalf of GLS Poland (processors), particularly IT service providers,
c) other individuals or organizations in accordance with applicable laws,
d) banks and payment operators for transaction purposes (payments via BLIK are processed by Krajowy Integrator Płatności S.A., ul. Św. Marcin 73/6, 61-808 Poznań). Payments for Services ordered through the myGLS Application are processed by mElements S.A., with its registered office in Warsaw, at ul. Prosta 18, 00-850 Warsaw (PayNow service), to the extent necessary for processing payments for the sending of a Parcel, in particular: e-mail address, transaction amount and transaction identifier. mElements S.A. processes such data as an independent controller in accordance with its own privacy policy,
e) law enforcement and regulatory authorities for national security purposes, or during legal proceedings to protect GLS Poland's property or in connection with investigations of rule violations, unauthorized access or use of GLS Poland equipment, or other illegal activities.

6. GLS Poland processes personal data only for the duration necessary to achieve the purposes for which the data was collected. The data retention period depends on:
a) operational needs: how long the data is necessary for service delivery,
b) legal requirements: how long GLS Poland must retain data for compliance purposes,
c) GLS Poland's legitimate interests: the period necessary to assert or defend potential claims in connection with provided Services.
In particular, GLS Poland retains data related to the conclusion and performance of the Service Agreement for the duration of the limitation periods applicable to claims arising from such agreement, and data contained in accounting and tax records for a period of 5 years, calculated from the end of the calendar year in which the tax payment deadline expired or in which the document was issued.
Archived data is accessible only to authorized personnel. Once the retention period ends, the data is permanently deleted.

7. Detailed information on personal data protection at GLS Poland is available at: gls-group.eu/dataprotection. The current version of the Privacy Policy is available in .pdf format at: https://gls-group.com/PL/en/meet-mygls and, for Logged-In Users of the Application, in the Account – Others: "Privacy Policy" section.

8. The information referred to in this Section is provided by GLS Poland to the Recipient whose data has been obtained from the Sender together with the first communication concerning the Parcel (e-mail, SMS message or notification in the myGLS Application). Where no Recipient contact details are available, such information shall be provided no later than at the time of delivery of the Parcel or the leaving of a Delivery Notification.

XIII. DISPOSAL OF SHIPMENTS

In cases provided for by law, GLS Poland is entitled to dispose of a Shipment through sale, donation, or destruction. GLS Poland is obliged to notify the Client in writing of the intended disposal and provide a 14-day period from the date of delivery of such notice for the Client to issue written instructions regarding the Shipment.

If the Client does not respond within this period, GLS Poland proceeds with the disposal. Proceeds from the disposal will be paid to the entitled party, minus any amounts due to GLS Poland, including disposal costs.

XIV. FINAL PROVISIONS

1. The current version of the Terms and Conditions and the Tariff, including any amendments, is available at the headquarters and all branches of GLS Poland and is published online at www.gls-group.com.

2. Disputes arising from the Agreement and these Terms and Conditions will be resolved by -competent common courts.

3. In matters not covered by these Terms and Conditions, the applicable provisions of the Postal Law, Transport Law, CMR Convention, and the Polish Civil Code shall apply.

4. These Terms and Conditions enter into force on **November 9, 2026**, and as of that date, replace the previous GLS Poland Terms and Conditions for GLS Points and parcel lockers effective as of **September 24, 2026.**

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