

Upon contracting the parcel services of the company Sociedad Estatal Correos y Telégrafos, S.A. S.M.E. (henceforth CORREOS), you, in your capacity as the Sender, agree to these Terms and Conditions, which shall be applied from the moment that Correos accepts the Shipment, unless there are any specific agreements or terms deriving from the particular service agreed. CORREOS may fulfil the services by its own means or subcontract them to other companies or freelancers. These Terms and Conditions shall be applied to any label or bill of lading produced by the CORREOS automated systems that could be considered, for all intents and purposes, to be a Delivery Note

CORREOS reserves the right to modify these Terms and Conditions. The current version of these terms shall be published on the CORREOS website (www.correos.es). CORREOS will inform the client of any such modification. If the client does not respond within 15 calendar days of the communication, they shall be considered to have accepted said modification, and the latest version of the Terms and Conditions for the Corporate Parcel Service published on the above Website shall be applicable.

# 1) Products:

# 1.1. Pag Today

**a.** Features: Same-day collection and delivery service for parcels and documents with or without commercial value. Only for shipments with origin and destination in the same national province of Spain and only provided from Province Capitals being able to choose delivery within Time Slot (Delivery within Time Slot service will only be performanced in Province Capitals and in locations with afternoon delivery).

If the client requires, and both parties have agreed, this service offers the value-added options of: Home Collection, Refund, Standard or Declared Value Parcel Insurance (see point 14 "Liability, claims and compensation"), Electronic Proof of Delivery, Delivery with Collection, Retained in branch, Parametrisable Number of attempted deliveries, Exclusive Delivery to Recipient Only, and Management. Consult the description and regime for each value-added item in Annex 1.

- b. Delivery options: Home delivery.
- c. Delivery time frames: 1st attempt of home delivery from 15:00-21:00 on the same day. In order to calculate the delivery time frame, the cut-off time at the place of origin, for admission into facilities chosen by the client is 13:00 and for admissions into Correos Branches is 14:00.

# 1.2. Paq Premium

- a. Features: Delivery service for parcels and documents with or without commercial value, to any area within peninsular Spain, Andorra or Portugal being able to choose Delivery within Time Slot (Delivery within Time Slot service is only available in Province Capitals and locations with afternoon delivery), If the client requires, and both parties have agreed, this service offers the value-added options of: Home Collection, Refund, Standard or Declared Value Parcel Insurance (see point 14 "Liability, claims and compensation"), Electronic Proof of Delivery, Exclusive Delivery to Recipient Only, Delivery on Specified Date, Delivery with Collection, Retained in branch, Parametrisable Number of attempted deliveries, and Management. Shipments to Portugal do not include any of the additional services indicated in the previous paragraph, except for Standard or Declared Value Parcel Insurance. Consult the description and regime for each value-added item in Annex 1.
- **b. Delivery options:** Home Delivery, Delivery to Specified Branch, and Delivery to CityPaq terminals. Shipments to Portugal only include the Home Delivery option.
- c. Delivery time frames: CORREOS commits to the time frame of 24/48 hours, depending on the origin and destination (consult correos.com or any of our branches for the time frames according to

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origin, destination) for the 1st delivery attempt or making the item available to the recipient at our branch or CityPaq terminal. Shipments to the Canary Islands or Ceuta and Melilla will take an additional 24 hours. For shipments to or from Andorra, Canary Islands, Ceuta and Melilla, TIME REQUIRED FOR CUSTOMS PROCESSING IS NOT INCLUDED.

The time frame for return of undelivered shipments shall be 24 hours plus the time frames indicated above.

To determine delivery times, the cut-off times for admissions at the place of origin are as per the below table. Using these schedules, the agreed time frame increases by one day.

| Shipments from:   | Cut-off time for collection at facilities selected by the client | Cut-off time for admissions<br>at Correos Branches (Bulk<br>Sorting Units) |
|---|--|--|
| Madrid  | 17:00  | 18:00  |
| Álava, Albacete, Alicante,<br>Asturias, Badajoz, Cáceres,<br>Castellón, Ciudad Real,<br>Coruña, Cuenca,<br>Guadalajara, Murcia, Seville,<br>Toledo, Valencia, Valladolid,<br>Vizcaya and Zaragoza | 16:00  | 17:00  |
| Other origins and Correos Offices network   | 13:00  | 14:00  |

## 1.3. Pag Estándar

- a. Features: Delivery service for parcels and documents with or without commercial value, to any area within peninsular Spain, Andorra or Portugal. If the client requires, and both parties have agreed, this service offers the value-added options of: Home Collection, Refund, Standard or Declared Value Parcel Insurance (see point 14 "Liability, claims and compensation"), Electronic Proof of Delivery, Delivery with Collection, Exclusive Delivery to Recipient Only, and Management. Shipments to Portugal do not include any of the additional services indicated in the previous paragraph, except for Standard or Declared Value Parcel Insurance. Consult the description and regime for each value-added item in Annex 1.
- **b. Delivery options:** Home Delivery, Delivery to Specified Branch, Delivery to Local Branch, and Delivery to CityPaq terminals. Shipments to Portugal only include the Home Delivery option.
- c. Delivery time frames: CORREOS commits to the maximum time frame for delivery of 48/72 hours, depending on the origin and destination (consult correos.com, or any of our branches, for the time frames according to origin, destination) for the 1st delivery attempt or making the item available to the recipient at our Correos branch or CityPaq terminal. Shipments to the Canary Islands or Ceuta and Melilla will take an additional 24 hours. For shipments to or from Andorra, Canary Islands, Ceuta and Melilla, TIME REQUIRED FOR CUSTOMS PROCESSING IS NOT INCLUDED.

The time frame for return of undelivered shipments shall be an additional 24 hours to the time frames indicated above.



To determine delivery times, the cut-off times for admissions at the place of origin are as per the below table. Using these schedules, the agreed time frame increases by one day.

| Shipments from:   | Cut-off time for collection at facilities selected by the client | Cut-off time for admissions<br>at Correos Branches (Bulk<br>Sorting Units) |
|---|--|--|
| Madrid  | 17:00  | 18:00  |
| Álava, Albacete, Alicante,<br>Asturias, Badajoz, Cáceres,<br>Castellón, Ciudad Real,<br>Coruña, Cuenca,<br>Guadalajara, Murcia, Seville,<br>Toledo, Valencia, Valladolid,<br>Vizcaya and Zaragoza | 16:00  | 17:00  |
| Other origins and Correos Offices network   | 13:00  | 14:00  |

# 1.4. Paq Retorno

**Features:** Service where the CLIENT offers the Recipients (the CLIENT'S clients or a Third Party shipper's clients) of their shipments the option to request their return. Third party shippers designated by the client (client's recipient) assume the same requirements as the CLIENT regarding the content, documentation and packaging of the goods. If the client requires, and both parties have agreed, this service offers the value-added options of: Home Collection, Refund, Standard or Declared Value Parcel Insurance (see point 14 "Liability, claims and compensation"), Delivery with Collection, and Management. Shipments to Portugal do not include any of the additional services indicated in the previous paragraph, except for Standard or Declared Value Parcel Insurance. Consult the description and regime for each value-added item in Annex 1.

- **b. Delivery options:** Delivery at the Client's Home.
- c. Delivery time frames: CORREOS commits to the maximum time frame for delivery of 48/72 hours, depending on the origin and destination (see correos.com, or any of our branches, for the time frames according to origin, destination) for the 1st delivery attempt. Shipments to the Canary Islands or Ceuta and Melilla will take an additional 24 hours. For shipments to or from Andorra, Canary Islands, Ceuta and Melilla, TIME REQUIRED FOR CUSTOMS PROCESSING IS NOT INCLUDED. The time frame for return of undelivered shipments shall be 24 hours plus the time frames indicated above.

To determine delivery times, the cut-off times are as per the below table. Using these schedules, the agreed time frame increases by one day.

| Shipments from all origins | Cut-off time for collection at facilities selected by the client |       |  |
|----------------------------|--|-------|--|
|                            | 13:00  | 14:00 |  |



# 1.5. Paq Retorno Premium

- a. Features: Additional service to Paq Estándar and Paq Premium, where the CLIENT offers the recipients (the CLIENT's clients or a Third Party shipper's clients) of their shipments the option to request their return. Third party shippers designated by the client (shipment recipient) assume the same requirements as the CLIENT regarding the content, documentation and packaging of the goods. If the client requires, and both parties have agreed, this service offers the value-added options of: Home Collection, Refund, Standard or Declared Value Parcel Insurance on the goods (see point 14 "Liability, claims and compensation"), Delivery with Collection, and Management. Shipments to Portugal do not include any of the additional services indicated in the previous paragraph, except for Standard or Declared Value Parcel Insurance. Consult the description and regime for each value-added item in Annex 1.
- b. Delivery options: Delivery at the Client's Home.



c. Delivery time frames: CORREOS commits to the maximum time frame for delivery of 48/72 hours, depending on the origin and destination (see correos.com, or any of our branches, for the time frames according to origin, destination) for the 1st delivery attempt. Shipments to the Canary Islands or Ceuta and Melilla will take an additional 24 hours. For shipments to or from Andorra, Canary Islands, Ceuta and Melilla, TIME REQUIRED FOR CUSTOMS PROCESSING IS NOT INCLUDED. The time frame for return of undelivered shipments shall be 24 hours plus the time frames indicated above.

To determine delivery times, the cut-off times are as per the below table. Using these schedules, the agreed time frame increases by one day.

| Shipments from all origins | Cut-off time for collection at facilities selected by the client |       |  |
|----------------------------|--|-------|--|
|                            | 13:00  | 14:00 |  |

## 2) Description of delivery methods:

Delivery is according to the method selected for each product and shipment:

Home Delivery: (Paq Today, Paq Premium, Paq Estándar, Paq Retorno, Paq Retorno Premium) shall be delivered at the recipient's address. Includes two delivery attempts and then retention in the Correos branch, available for collection for 15 calendar days from the day after the notification date. This time frame can be adjusted at the Client's request. For deliveries to Portugal, two delivery attempts shall be made, with no option for retention at the branch, and return of shipment 7 calendar days after the last delivery attempt.

Delivery to Specified Branch: (Paq Premium and Paq Estándar) will be delivered to the Post Office designated by the sender. In this case, the recipient will be advised of its arrival at the Post Office via SMS and/or email. The list of branches available for Delivery to Specified Branch shall be provided by Correos Commercial Services. The time frame shall be 15 calendar days from the notification date.

**Delivery to Local Branch:** (Paq Estándar) shall be delivered to the Post Office associated with/corresponding to the recipient's address. In this case, the recipient will be advised of its arrival at the Post Office via a delivery note to their address.

Delivery to CityPaq Private and CityPaq Public terminals: (Paq Premium and Paq Estándar): Parcel shall be delivered to the CityPaq Private or CityPaq Public terminal selected by the shipment recipient. In this case, the recipient will be advised that they have a shipment waiting for them via SMS/email or the CityPaq application. The recipient will select the delivery terminal from the terminals at which they are registered. CORREOS shall provide the sender with the necessary tools for enabling their recipients to select a delivery terminal. The shipment will remain available to them at the terminal for 5 days. If the recipient does not collect it within that time, it will be taken to the Post Office Local to the terminal and remain at the recipient's disposal there for a period of 15 calendar days from the notification date. This delivery method is not available for shipments to Portugal. This method may also be used for admission of shipments using Pag Retorno at CityPag terminals.

# 3) Dimensions:



|   | Paq Today  | Paq Premium<br>Paq Estándar<br>Paq Retorno<br>Paq Retorno Premium  |
|---|--|--|
| Minimum<br>dimensions                           | 10 x 15 x 1 cm   | 10 x 15 x 1 cm   |
| Maximum dimensions                              | 39 x 39 x 29 cm The actual weight of any parcel should not exceed 5 kg. Any shipments whose conversion of dimensions to volumetric weight ends up higher than its actual weight should use the volumetric weight. For the conversion, the density of 167kg/m³ shall be applied, the result of dividing the result of the length x width x height (expressed in cm) by 6,000. The volumetric weight of any parcel should not exceed 8 kg. | Box format: the sum of the length, height and width shall not exceed 210 cm, and the largest dimension shall not exceed 120 cm.  Tube format: the length should not exceed 120 cm.  The actual weight of any parcel should not exceed 30 kg.  Any shipments whose conversion of dimensions to volumetric weight ends up higher than its actual weight should use the volumetric weight. For the conversion, the density of 167kg/m³ shall be applied, the result of dividing the result of the length x width x height (expressed in cm) by 6,000. |
| Extra<br>dimensions                             | NOT AVAILABLE  | Box format: the sum of the length, height and width shall not exceed 270 cm, and the largest dimension shall not exceed 170 cm Tube format: the length should not exceed 170 cm.   |
| Surcharge<br>for Extra<br>Dimensions            | NOT AVAILABLE  | If the measurements for the shipment exceed one of the two conditions (a dimension exceeds 120 cm or the sum of the measurements exceeds 210 cm), the price of the shipment shall increase by 35%. If the measurements for the shipment exceed one of the two conditions (a dimension exceeds 120 cm or the sum of the measurements exceeds 210 cm), the price of the shipment shall increase by 70%. This percentage increase shall be applied to the invoice amount for the billable shipment weight.  |
| Maximum<br>dimensions<br>Delivery to<br>CityPaq | NOT AVAILABLE  | 60 x 49 x 40 cm  |



| Private   |               |                 |
|---|---------------|-----------------|
| Maximum<br>dimensions<br>Delivery to<br>CityPaq<br>Public | NOT AVAILABLE | 74 x 42 x 60 cm |

# 4) Exclusions:

Transportation of any shipment whose contents may be considered prohibited by applicable regulations or whose transportation is subject to special requirements or provisions shall not be permitted. If the sender submits an excluded item to CORREOS for shipment, they agree to compensate for any damages incurred and reimburse the amount of any sanctions imposed and any other expenses that CORREOS may have had to pay.

# 5) Hazardous goods:

The client agrees, under the scope of the Universal Postal Services Act on users' rights and the Postal Market, its development regulations and the applicable International Postal Agreements, to not send prohibited items or hazardous goods through the Correos network. The client is required to compensate and protect Correos from any loss or damage deriving from the sender breaching any current applicable regulations or for failing to comply with the following guarantees and statements: That the shipment is not subject to prohibitions under the Universal Postal Services Act on users' rights and its development regulations, or any IATA or ICAO or International Postal Agreements prohibitions or restrictions; that the shipment is duly identified and the bill of lading is correctly filled out; that the shipment is correctly packaged in a way that ensures its safe transportation by air or road, with the standard level of care and handling; and that it complies with all the requirements and formalities established in the Universal Postal Services Act and its development regulations, the National Regulation on The Safe Transport of Dangerous Goods via air, and its Technical Instructions for Application, the International Postal Agreements and any other applicable legislation.

# 6) Client obligations:

The Client guarantees that the contents of the shipment are acceptable for transportation by CORREOS and that the shipment is correctly identified, addressed (including Post Code) and conditioned, so that safe transport can be made when handling the shipment with reasonable care. The Client agrees to assume direct liability for any incident deriving from breach of these obligations. The Client is also liable for the correct, accurate information written on any documentation they are responsible for completing, relating to sender, recipient, the agreed services and nature of the shipment.

Admission of shipments shall imply the aforementioned admission points made public by CORREOS. Special terms for scheduled collection shall be agreed at the time of signing the Contract, including the section referring to the same. Campaign collections shall be pre-advised by the client with a minimum notice period of 24 hours.

Shipments will be considered to have been valid and accepted by the sender when validated by the CORREOS admission services.

# 7) Inspection

CORREOS advises that in cases where they are legally permitted to do so, relevant authorities may open and inspect a shipment without prior notification to the sender.



In compliance with the National Civil Aviation Security Programme, the Sender accepts that their shipments may be inspected, retained or subject to other additional measures.

## 8) Terms and Conditions of Service

The service shall be provided across national territory, from Monday to Friday, except bank holidays. Saturdays and 24 and 31 December shall not be included when calculating delivery times.

Shipments shall be delivered to the Recipient address provided by the Sender, assuming it is not necessary for it to be delivered personally to the Recipient, except in cases when using the value-added service "Exclusive Delivery to Recipient Only".

If, due to weight, volume or the nature of the premises to where the shipment should be delivered, it is not possible to deliver to that address, it shall be handed over at the main door of the premises or at the Branch office CORREOS nominates, after agreement with the recipient.

CORREOS reserves the right to amend the agreed hours for deliveries or collections, in line with its own organisational needs.

The recipient's digital signature and its copy shall be sufficient proof of delivery and each party acknowledges this as having the same value as a traditional signature on paper. The recipient's identification stamp shall also be acknowledged in the same way.

# 9) Documentation

Shipments should be accompanied by the documentation established for each service method. The above documentation shall be made available to the Sender by automatic generation through the IT system managed by CORREOS (GECO), Correos Online (at <a href="www.Correos.es">www.Correos.es</a>) or any other application that CORREOS may make available.

# 10) Use of the telephone messaging service SMS or Emails

When the client wishes to use the CORREOS notification service for arrivals or alerts relating to shipments on route using SMS and/or email technology, both parties agree to the following:

The client will provide CORREOS with the mobile number and/or email address of the shipment recipient, so that the postal operator, as part of their responsibilities as data processor, can communicate to the recipient regarding the delivery, arrival or availability of the shipment, via SMS and/or email.

The requirement for CORREOS to communicate via SMS and/or email is applicable between 09:00 - 21:00 Monday - Friday and between 09:00 - 14:00 on Saturdays.

The client explicitly recognises that CORREOS having sent an SMS and/or email within the agreed parameters (hours and days) does not guarantee that said communication will be received by the recipients within the indicated parameters and therefore under no circumstances may the client charge CORREOS for eventual non-receipt due to causes not attributable to CORREOS.

The client also explicitly states and guarantees that the recipient understands and a accepts the possibility that the communication via SMS and/or email may arrive outside the agreed hours or days, due to reasons outside of CORREOS control. The client shall exempt CORREOS from any liability whatsoever deriving directly or indirectly from the moment when the SMS and/or email is received by the recipient, sent by CORREOS as fulfilment of its agreement with the client to do so.

# 11) Data protection

For the value-added services described as "Scan", "Scan with validation" and "Use of telephone messaging services SMS and email", Correos shall act as data processor, under the authority and control of the Client. In this sense, Correos:

 Shall access and process the data to which it has access, subject to the client's instructions, and shall not use them for any purposes other than the provision of the service. For this, it



may use the services of third parties (sub-processors) if they become necessary for provision of the service or operating and/or maintaining the contract and providing that (i) the new processor is subject to the same terms (instructions, requirements, security measures, etc.) and the same formal requirements as it, regarding the adequate processing of personal data and guaranteeing the rights of data subjects; (ii) Correos, if explicitly requested by the client, makes available to them a list identifying any subprocessing services and the identities of the sub-processors; (iii) in the event of a breach by the sub-processor, Correos shall continue to be wholly responsible.

- Shall implement the appropriate legal, technical and organisational measures to guarantee a level of security adequate for the risks, in accordance with the stipulations of Art. 32 of the GDPR and, when requested, shall inform of the methodology used for the risk analysis.
- Shall, once the contractual provision is complete, destroy or return the processed data, as well as any storage media or documents containing processed data, without prejudice to the option of storing the data, duly restricted, under the terms set out in our data protection regulation.
- Ensure compliance with the rest of the requirements of the data protection regulation.

In the context of providing the scanning and validation with scanning services, the Client is required to inform the Recipient that the shipment is subject to and conditional on scanning and validating their identity document.

Determining the need for validation using identity documents, and assessing the proportionality of its use, corresponds completely to the Client. In this sense, Correos shall be exempt from any potential future consideration by the Spanish Data Protection Agency that this processing may be excessive or non-proportional.

Correos shall not be responsible for any lack of proof of identity by the recipient if they refuse to provide it, and if the recipient has any complaint or claim arising from the situation, they should address it to the Client.

Regarding the SMS messaging and email service to the recipient, the Client explicitly states and guarantees to Correos that the mobile telephone and/or email details have been provided to them by the Recipient and they have their explicit consent to use said data for SMS and/or email communications regarding shipment arrivals.

## 12) Information about shipments

The Client shall have information made available to them about the status of their shipments through Correos Online (www.Correos.es), information on automated file returns and through their liaison at Commercial Services. They may also call 902 197 197. The information shall consist of the date and time of the shipment status: admitted, delivery attempt, delivered, and returned, with an indication, where possible, of the reasons for return or non-delivery, and any measures taken.

# 13) Withdrawal or cancellation of transport

CORREOS reserves the right to withdraw or cancel transportation of the goods once it has been initiated, if there is any breach of these Terms and Conditions by the Sender or the Recipient, particularly of the stipulations set out in the sections on "Exclusions" and "Hazardous goods". In cases when CORREOS is entitled to cancel transport due to a reason set out in these Terms and Conditions, this will be communicated to the Sender, who shall have no right to refund of any of the carriage they have paid for.



In cases where transport or delivery is restricted, CORREOS may either immediately unload the goods, chargeable to whomever has the rights over them, taking charge of custody of the goods or handing them over to deposit with a third party, a legal entity, or the competent Transport Arbitration Board, who shall take over the effects of the delivery. In cases where CORREOS has opted to unload the goods, it may consider the corresponding shipment to be abandoned if, after three months from the date of the first attempted delivery to the Recipient, it still has not received instructions from the person with the rights over the shipment. In this case, it may dispose of the goods, submitting the product to sale, to cover the price and costs of transport and any storage costs generated until that time. If the market value of the goods is negligible, it may destroy them and reclaim the total amount owed for transport and storage, from the Sender For all of the above, CORREOS may open and inspect the packages whose transport has been entrusted to it. In these cases CORREOS shall remain exempt from any claim submitted by any third parties who may have any rights regarding the goods.

# 14) Liability, claims and compensation

The freight forwarder's liabilities, any rights to claim, and payment of any compensation shall be subject to regulations established in the Contract of Transportation of Goods by Road Act and any applicable International Agreements. Correos liabilities are strictly limited to direct loss, excluding any other types of loss or damage (including, but not limited to, loss of income, loss of interest or future business, etc...).

In accordance with the stipulations of Law 15/2009 of 11 November, on the Contract of Transportation of Goods by Road, compensation for loss or damage may not exceed a third of the Multiplier Effect on the Public Revenue Index (IPREM)/day per kilogram of gross weight of the lost or damaged goods, while compensation for damage deriving from delay may not exceed the cost of the transportation.

The Recipient should state their claim in writing, describing in a general way the loss or damage at the point of the delivery. If the loss or damage are not apparent, claims should be filed within the seven calendar days following delivery. Delay may only give cause for compensation if a written claim has been submitted to the freight forwarder within the twenty one calendar days from the day following delivery of the goods to the Recipient. If claims are not filed it will be assumed, unless proved otherwise, that the goods were delivered in the state described on the bill of lading.

The client may **extend the limitation of liability** by agreeing one of the following options:

- "Standard insurance"option, with a maximum liability coverage of up to €15/kg of weight damaged and up to a maximum limit of compensation of €500/shipment. For the above coverage, the Client should pay the amount specified in Annex 91 of the Main Contract, unless this is explicitly withdrawn from the same annex.
- Declared Value Parcel Insurance option. The Sender may state the value of the goods on the bill of lading, in the section available for that purpose, with a maximum compensation amount of €6,000 per shipment. The above coverage shall be payable by the Client as a surcharge to the freight costs and shall consist of the percentage indicated on the tariffs and agreed in the contract regarding the declared value, and shall always be paid at the point of the goods being collected for transportation.

In the event of damage, and for the purposes of the documentation needed for the Insurance Company, the claim documentation shall include the invoice justifying the



amount of the damaged goods, independently of whether or not it is for the declared value



Claims shall be limited to one per Shipment and settlement shall be considered final for all losses and damage occurred relating to that shipment. In order to process a claim for compensation due to damages it shall be a crucial requirement that any expenses relating to transportation, insurance or other concepts have been duly paid to CORREOS.

Correos reserves the right to recover the shipment for its inspection and evaluation, therefore the Sender or the Recipient should make the damaged goods available until the claim has been fully resolved.

At the point of receiving compensation, the Client may request to be advised if the goods reappear within a period of one year. If this happens, CORREOS shall proceed to deliver the goods after the return of the compensation received, less any recoverable costs and without prejudice to any compensation for delay. In the absence of a request for notification or any instructions about the delivery, or if the goods reappear after more than one year after the payment of compensation, CORREOS shall freely dispose of the goods.

# 15) Managing distribution incidents

In the event of incidents on shipments due to various causes, CORREOS offers its clients the option of providing new distribution instructions. The time period for receiving these instructions shall be 72 hours from the point when the incident is communicated. If no instructions are received within the time frame, Correos shall proceed to return the shipment, at the cost established herein.

# 16) Delivery charges and billing

The Sender shall pay or reimburse CORREOS for all shipment charges, storage charges, taxes or tariffs owed for services provided by CORREOS or incurred by CORREOS on behalf of the Sender, the Recipient or any third party, and all expenses for claims, damages, fines or other concepts incurred if the Shipment is considered unacceptable for transportation, as described in the second and third terms herein.

Shipment charges are calculated based on actual weight or volumetric weight, determined by CORREOS, and applying the greater of the two according to the following equivalence: 1m3=167 Kg. The Sender shall be required to record the weight on the Delivery Note or through the automated systems. For all cases, CORREOS may weigh and measure any shipment and use the resulting weight to calculate billing.

# 17) Legislation and jurisdiction

The agreed transportation service shall be subject to the stipulations of the Contract of Transportation of Goods by Road Act (LCTTM), the Land Transport Management Act (LOTT), its regulation and development regulation, and any other legal provisions valid at that time.

If any litigious issues arises during the application or interpretation of these terms and conditions, both parties submit to the competent Courts and Tribunals of the Capital of the Province where the contract is signed, explicitly renouncing any other jurisdiction that may apply.

# 18) Delivery management by the recipient

Prior to registering, the client may select the option for the Recipient of their shipments to have the option of providing Correos with new instructions for delivery of the shipment, by the methods established, as per the options selected by the client and agreed in advance with Correos.



The client may access the available options through the Correos website: (www.Correos.es).

This selection service does not imply an increase in price for the client under any circumstances.

If the client selects this option, the delivery instructions the shipment recipient may pass to Correos are subject to the following limitations:

- Change Date/Time Slot:
  - They may choose between the following 7 calendar days when to receive the SMS/email.
- Amend Delivery Address:
  - The Recipient may amend the shipment delivery address, providing the new address is in the same province.
- Deliver to a Correos office:
  - The Recipient may amend the delivery type and send it to an office within the same province.
- Deliver to a CityPaq:
  - o Only shipments within the maximum range of measurements for this type of delivery.
  - o Excludes shipments with Exclusive Delivery to Recipient Only.
  - o Excludes shipments with Refund.

If the client selects this option, the agreed time period for delivery is understood to start at 00:00 on the day after the Recipient communicates the new delivery instructions to Correos.



## **ANNEX 1 ADDED VALUE ITEMS:**

Depending on the product selected, the client can agree a series of added-value items, which should be indicated prior to registering, or at the point of parcel admission, if there is no prior registration. The price shall be agreed between the client and Correos or, in the absence of an agreement, Correos public tariffs shall be used. The available value-added items are:

# 1 Parametrisable number of attempted deliveries:

Additional service allowing the number of delivery attempts made to an address to be parametrised. Customisable for between 1 - 3 delivery attempts.

## 2 Retained in Branch:

Additional service allowing the number of days a shipment is retained on list at a Correos Branch to be parametrised.

Customisable for between 0 - 30 calendar days.

## 3 Exclusive delivery to recipient only:

Additional service that allows the Sender to indicate a unique Recipient to receive the shipment. The delivery shall be made after prior identification through their Spanish ID card (DNI)/Foreigners' ID card (NIE)/Driver's licence. Delivery to third parties shall not be permitted under any circumstance (this includes authorisations, delegation, powers of attorney, etc...) The minimum age to be eligible as an exclusive recipient is 14 years old.

Deliveries may only be made to natural persons. Deliveries are not permitted to legal persons.

## 4 Electronic proof of delivery:

Correos links this document to the shipment paperwork to certify its delivery or return. The delivery or returns receipt is sent to the Sender as a PDF and/or XML. The receipt includes a time stamp and detail of the signature of the person who received the shipment.

# 5 Cash on Delivery (COD):

Cash on delivery service, by way of payment of an additional charge. The Sender should indicate the COD amount in Euros in the corresponding box and will be charged by Correos in cash. Payment of the amounts charged will be done by Correos, through its payment to the Sender by the established means. The maximum COD amount shall be determined as per the stipulations of the applicable regulation.

The COD amount is not considered a declared value and therefore does not affect any liability for loss or damage of the goods.

Correos' liability is limited in all cases to the agreed insurance, independently of the COD value if the damage is produced before the delivery of the shipment to the recipient. In the event of loss or reduction in the COD amount to be paid to the Sender, Correos shall proceed to return said amount. This value-added item shall not be available for shipments to Portugal or for shipments with delivery to CityPag terminals.

### 6 Scan:

Service enabling the Client to scan recipients' identity documents as a crucial part of the shipment delivery, and the Client to receive it in electronic format.



### 7 Scan with verification:

Service applicable to identity documents consisting of scanning the Recipient's document and verifying its authenticity through software.

Identity documents recognised by the software and validated through this service are:

- Spanish ID card
- European Identity Document
- Passport
- Foreigners' Spanish ID card

Requirements for the service to be provided correctly (apart from agreeing this value-added item):

- The Client should agree the value-added item Electronic Proof of Delivery.
- The Client should agree the value-added item Exclusive Delivery to Recipient Only.
- The Client should correctly complete the field "Recipient Tax ID number" on the preregistration form they send to Correos.

The process for the service is as follows:

- 1) The Recipient presents their identity document and it is scanned by the Correos employee.
- 2) The identity document is validated by the software. In the first phase, a series of parameters agreed with the Client will be validated. By default these will be:
  - The scanned document is validated as an identity document by the software.
  - The recipient is validated as being of legal age.
  - The scanned document is validated as not being a driving licence.
  - The identification document is validated as being current.
  - The scanned image is validated as being in colour.
  - It is validated that all the faces in the document have been scanned.
- 3) If the document does not pass the validations listed in point 2), the Recipient will be asked to return with an identity document that complies with the parameters that were not correctly validated.
- 4) If the document passes the validations listed in point 2) the second phase of validations occurs.
- 5) In this second validation phase, the overall integrity of the document will be validated and the software will determine the percentage likelihood of the identity document being valid. Depending on the validation percentage (henceforth known as the "ratio") other actions agreed with the Client shall take place.
  - For provision of the service, the Client agrees a ratio value and, if the validation of the identity document determines an equal or greater ratio than the agreed one, the process to deliver the shipment is continued.
  - The Client agrees a second ratio value and, if the validation of the identity document determines an equal or greater ratio than this second agreed one, but less than the first agreed ratio, the action agreed with the Client takes place. This action may be to stall the shipment or return it to the Client.
  - If validation of the document determines a ratio less than the second agreed ratio value, the action agreed with the Client shall take place. This action may be to stall the shipment or return it to the Client.
- 6) Independently from the action taken once the identity document has been validated by the software in the second phase described in point 5), the Client will be sent the scanned document electronically, with an electronic validation report where they can check the details of the software test.



# 8 Delivery with collection

Additional service enabling the Client to request that delivery to the Recipient be made at the same time as an associated collection, thereby performing an additional tasks during delivery.

# 9 Management

Additional service enabling the Client to select additional tasks without which the package should not be delivered or admitted. The above tasks shall be agreed with Correos.

Table of Value-Added items available to client with and without Correos contract:

| Added value items                             | With contract | Without contract |
|---|---------------|------------------|
| Delivery within specified time slot           | Х             |                  |
| Specified delivery date                       | Х             | X                |
| Parametrisable number of attempted deliveries | Χ             |                  |
| Retained in branch                            | Χ             |                  |
| Exclusive delivery to recipient only          | Х             |                  |
| Electronic proof of delivery                  | Χ             | X                |
| Refund  | Х             | X                |
| Scan  | Χ             |                  |
| Scan with verification                        | Х             |                  |
| Delivery with collection                      | Х             |                  |
| Management                                    | Х             |                  |

The maximum compensation amount for any breach at all of the above value-added items (with the exception of "Refund", which has its own compensation) shall consist of the amount paid by the CLIENT for said value-added item. The above compensation shall be independent of any that may correspond to the client for loss, damage or delay that would be associated with said added-value item. In the event of any breach of the agreed value-added items Correos has direct and maximum liability, excluding the other types of loss or damage.

To provide these added-value items it shall be crucial, in certain cases, for the Client to provide Correos with the shipment Recipient's details. Therefore, the Client agrees to provide those details, guarantee their accuracy and that they are current, and to comply with the corresponding requirements around data protection, exempting Correos from liability for any breach of that nature.