

Pursuant to Article 33 of the Articles of Incorporation of INTEREUROPA Ltd., and in accordance with Article 44 of the Postal Services Act (Official Gazette no. 144/2012, 153/2013, 78/2015, 110/2019), Company Management, INTEREUROPA Ltd., Zagreb, Ulica Josipa Lončara 3, OIB 85514716931, at its 7<sup>th</sup> session held in Zagreb on 13<sup>th</sup> February 2025, brought decision no. HR-UD25-007-001 adopting the

## **GENERAL TERMS AND CONDITIONS FOR PERFORMING OTHER POSTAL SERVICES “INTEREUROPA EXPRESS”**

### **Name and seat of the Service Provider and area of service provision**

#### **Article 1**

These General Terms and Conditions regulate the conditions, method and procedure of provision of other postal services under the name of “INTEREUROPA EXPRESS” by the service provider INTEREUROPA, logistic services, limited liability company, from Zagreb, Ulica Josipa Lončara 3 (hereinafter: service provider) to legal and physical persons, as service users (hereinafter: service user) in internal traffic and international incoming traffic, which is performed exclusively for affiliated companies of the service provider with headquarters outside the Republic of Croatia.

### **Description of other postal services**

#### **Article 2**

Under these General Terms and Conditions, other postal services include services which apart from the reception, routing, transportation and delivery of postal parcels, also include the following additional services:

1. reception of packages at the request of the service user, which may be made in person, by e-mail or web order
2. tracking the package during transportation and delivery on the Internet or in another appropriate manner
3. communication with service provider to provide additional instructions in relation to package delivery
4. defining the time of package delivery, available to contractual service users only
5. taking over and delivering packages with the electronic signatures of the sender and the recipient, exceptionally manual signature on printed delivery notes
6. receipt and payment of the repurchase amount only for contractual service users
7. returning verified agreed documentation
8. returning euro palettes agreed to be returned to the sender
9. possible additional cargo insurance
10. SMS or e-mail notification of package delivery

## **Package types and transportation and delivery time**

### **Article 3**

The expression "express package delivery" means one or more packages that are delivered to a single address, door to door, provided that each package does not exceed the weight of 31.5 kg or the volume of 0.16 cbm or that the two longest sides do not exceed 2 m in length. A maximum of 5 packages can be picked up for one delivery address. If any of the packages within the same delivery exceeds the above-mentioned parameters, it will be considered a non-standard express package delivery, on which the fee for a non-standard express package delivery is calculated. The time for transfer and delivery of "express package delivery" in internal traffic is until the end of the next working day (working days do not mean Saturdays, Sundays and holidays) from the day of collection of the shipment by the service provider. The time for transfer and delivery of an express package shipment in international traffic is four days from the day of collection of the shipment by the service provider. An exception to the above rule is the delivery of packages to islands and areas of the Republic of Croatia with low population density, which is governed by a special delivery schedule regulated by a special delivery schedule available on the service provider's website [www.intereuropa.hr](http://www.intereuropa.hr).

The expression "cargo package" shall mean one or more packages delivered to a single address, house to house, for package and pallet shipments. A maximum of 5 pallets or 30 packages can be picked up for one delivery address. Maximum package length may not exceed 2,4 m, nor weigh more than 700 kg and height of 2 meters, except with special prior notification, provided that the service provider may refuse to take over such packages. Maximum cargo package weight to be delivered to a single address may be 3.5 t. The application of volumetric weight units 1 cbm = 200 kg, 1 dm = 1.200 kg for "cargo packages" is mandatory. The deadline for the transportation and delivery of "cargo packages" in internal traffic is within 3 working days (working days do not include Saturdays, Sundays and holidays) counting from the day the package was taken over by the service provider. The time for the transfer and delivery of a "cargo package" in international traffic is four days from the day of collection of the shipment by the service provider. An exception to the above rule is the delivery of packages to islands and areas of the Republic of Croatia with low population density, regulated by a special delivery schedule available on the service provider's website [www.intereuropa.hr](http://www.intereuropa.hr).

The expression "euro palette delivery" shall mean one or more euro palettes delivered to a single address, house to house, provided that a single euro palette does not exceed the dimensions of 120 x 80 x 180 cm, nor weigh over 700 kg, except if specifically agreed otherwise. Maximum 5 euro palettes may be delivered to a single address. The application of volumetric weight units 1 cbm = 200 kg, 1 dm 0 1.200 kg for palette packages is mandatory. The deadline for the transportation and delivery of "euro palette delivery" in internal traffic is 3 workdays (working days do not include Saturdays, Sundays and holidays) counting from the day the package was taken over by the service provider. The time for the transfer and delivery of a "euro palette delivery" in international traffic is four days from the day of collection of the shipment by the service provider. An exception to the above rule is the delivery of packages to islands and areas of the Republic of Croatia with low population density, regulated by a special delivery schedule available on the service provider's website [www.intereuropa.hr](http://www.intereuropa.hr).

Service provider is authorized to check package weight and volume. Package weighing and measuring by the service provider is considered irrevocable for the service user.

In case of deviations from package weights stipulated in paragraphs 1, 2 and 3 of this Article, the service provider may charge control weighing of such packages at package weighing rates indicated in the applicable pricelist.

## **Packing postal packages, refusal to take over**

### **Article 4**

The sender is obliged to pack the shipment in a way that protects its contents, other shipments and protects the safety and health of people handling the shipment. The sender is responsible for the selection of packaging materials and for the external and internal packaging of the shipment. The packaging material and packaging must match the contents and shape of the shipment, the size, weight and value of the shipment, as well as the transport conditions and the length of the route. The filling inside the shipment must prevent the contents of the shipment from moving.

The sender is obliged to pay special attention to the selection of packaging materials and packaging of fragile contents of the shipment, contents of the shipment in a liquid state, easily soluble substances and shipments containing electronic devices (white and brown appliances).

When packaging fragile contents of the shipment (glass, ceramic, etc.), the contents should be additionally protected inside the box so that the contents of the shipment cannot move independently during manipulation, and the outer packaging must be labeled FRACTURED.

Liquids and easily soluble substances must be sealed in leak-proof containers that must be placed in a special sturdy box filled with appropriate protective material that can absorb the liquid in the event of the container breaking.

Electronic devices (white and brown appliances) must be packed in additional transport packaging.

If the sender uses old cardboard packaging, all old transport labels and package markings must be removed.

The service provider is not obligated to take over a package for transportation:

- if it is not packed in the manner allowing its safe transportation to the destination, without being damaged and without jeopardizing human health and safety
- if it is not addressed in the manner proscribed by these General Terms and Conditions
- if the packages are connected to each other
- if the package is not packed in compliance with paragraph 1 of this Article and the sender refuses to sign the consent for improperly packed package and assume responsibility for any damage to the package.

## **Collecting repurchase amount, return of palletes and additional insurance**

### **Article 5**

The service of collecting the repurchase amounts on the behalf of the sender is available only to contractual service users, at an additional price, and with a clear indication on the transport document accompanying the package. The repurchase amount may be collected exclusively in cash up to the amount of EUR 2,000.00 per package. The service of collecting repurchase amounts collection above the amount of EUR 2,000.00 per package shall be provided exclusively on the basis of a special agreement and a fee.

The service of returning euro palletes with standard dimensions 120x80 shall be provided at an additional price, at the request of the sender who shall indicate this request in the transport document, in the designated place, and pallets are replaced immediately upon delivery. Due to the additional manipulation, breakage and wear and tear of the pallets in the technological process, the service provider undertakes to return 90% of the euro-pallets from the total number of euro-pallets taken. The service of return of euro palletes shall be available exclusively to contractual service users.

The service of returning documentation shall be provided only to contractual users of the service at an additional price, and with a clear indication on the transport document that accompanies the package.

The additional cargo insurance service is available for an additional price. The sender who expresses a need for this service is obliged to mark additional cargo insurance of the shipment in the computer application with the indicated value of the shipment or send a request to the service provider via e-mail for additional cargo insurance of the shipment, with the indicated value of the shipment that is being additionally insured.

## **Rights and obligations of users of other postal services**

### **Article 6**

The users of postal services shall have the right and the obligation to choose the type of postal service suitable for the content, actual value of the content of the postal package and the meaning of the postal package for the user of postal services.

The maximum amount of the marked value of a postal item can be up to EUR 1,000.00.

For the transfer and delivery of postal items whose contents are of a higher value than the value specified in paragraph 2 of this Article, there is a possibility of contracting additional cargo insurance for a fee. The service user submits a request for additional cargo insurance to the service provider via e-mail, requesting insurance with the indicated value of the item to be additionally insured in the manner specified in Article 5, paragraph 4 of these General Terms and Conditions.

Every package taken over by the service provider is the property of the sender until delivered to the recipient or other authorized person, except if confiscated in compliance with the competent law.

## **Prohibited content of postal packages and liability of the sender**

### **Article 7**

Apart from postal packages with contents the transportation of which is prohibited by the Postal Services Act, the following packages are also excluded from the provision of other postal services of the service provider and the service provider may refuse to take them over:

1. objects of special value, precious metals, jewellery, money, explosive and easily flammable objects, works of art, antiques, documents and securities of all types
2. packages the content of which could potentially be harmful to humans, animals, other shipments and objects
3. contents of the shipment that are exposed to rapid deterioration, temperature regime and rotting
4. improperly packed packages, except at special request or agreement, only with contractual service users and signed consent of service user on improperly packed package and the assumption of liability for possible damage to the package
5. tender and other documents with precisely defined and requested delivery deadline.

If a package is suspected of containing any content the transportation of which is prohibited by law or excluded by regulations or these Terms and Conditions, the service provider may request the sender to open the package to inspect its contents, establish the identity of the sender and close the package after such inspection. If in so doing or in any other manner, the service provider finds that the package contains prohibited content, the service provider shall:

1. turn over the package with illegal content, with the corresponding record, to the competent authorities, which shall confirm the receipt of the package on the second copy of the record
2. return the package containing live animals the transportation of which is prohibited by law to the sender, indicating the grounds for such return in the transport document
3. return the packages referred to in items 1-5 of paragraph 1 of this Article to the sender, indicating the grounds for such return in the transport document.

## **Opening postal packages**

### **Article 8**

The opening, inspection and repackaging of packages in cases stipulated in the Postal Services Act shall be performed by a two-member commission of the service provider, in the warehouse of the service provider, who shall draw up a record detailing the executed actions, package condition and content. The record is made in two copies, one of which is handed over to the sender, recipient or the competent authorities in compliance with special law.

## **Manner and terms of providing other postal services**

### **Article 9**

A sender who concluded a contract with the service provider or has an offer for service provision accepted by the service provider shall address packages by electronic mail by

entering the required data in the computer application made available to the sender by the service provider for the duration of their contractual relationship.

A sender who has not concluded a contract with the service provider nor has an offer for service provision accepted by the service provider shall order the transportation service by electronic mail addressed to the service provider's distribution centre.

Instructions for use of the computer application have been published on the [www.intereuropa.hr](http://www.intereuropa.hr) website.

The sender is responsible for any data provided to the service provider in electronic form.

## **Taking over packages**

### **Article 10**

The service provider may take over the package at the agreed address or at its dispatch terminal, in agreement with the sender.

## **Package delivery**

### **Article 11**

The service provider shall deliver the package to the agreed address.

If specially agreed with the recipient, the service provider shall deliver the package at its receipt terminal, 9 am-2 pm every workday.

Packages are delivered personally to the recipient, his legal representative or person authorized by the recipient to take over the package.

If the package can not be delivered to the recipient in the first attempt, notification that the package has arrived shall be left at the address indicated in the transport document. The notification shall contain a contact phone number to arrange a new delivery, and a (7 day) window during which the package shall be kept in the warehouse before being returned to the sender. If the recipient does not contact the service provider within the specified period, the package shall be considered validly delivered at the moment of the notification that the package has arrived.

The package shall be redelivered maximum one more time at no additional expense, if the new delivery time is agreed on time. Any further delivery of the same package shall be separately arranged and charged at the service provider's pricelist if the amount of the fee is not defined by contract.

The recipient or person authorized to receive the package shall confirm the receipt of the package by signature on a scanner. The receipt can exceptionally be confirmed by signing the delivery note, entering the date of receipt and verifying the delivery note with the stamp of the recipient or his authorized person.

If the recipient is unknown or refuses to take over the package, the sender shall be informed thereof and the package returned to the sender who may change the address of the recipient.

Upon package delivery, the service provider is not required to be present and wait until the detailed inspection of the package is carried out. Rather, the package is considered delivered upon its handover and the verification of the corresponding transport document or the confirmation of delivery by signature on the scanner.

## **Undeliverable packages**

### **Article 12**

Undeliverable packages are packages the service provider can neither deliver to the recipient nor return to sender. The service provider is required to keep a record of undeliverable packages for one year.

Any undeliverable packages shall be opened and examined by a commission composed of at least two employees of the service provider, in the warehouse of the service provider, who are required to draw up a record of actions performed, condition and content of the package.

Following the expiry of the legal period for storing undeliverable packages, the commission of the service provider composed of at least two members, shall offer packages having market value for sale at a public auction, and destroy other undeliverable packages. Revenue realized by the sale of undeliverable packages shall belong to the service provider.

## **Service prices, manner and terms of payment**

### **Article 13**

The service provider shall calculate and charge other postal services at prices indicated in the pricelist published and made available to service users at the service provider's website and in the facilities for the reception and delivery of packages or by items which are constituent parts of individual business cooperation contracts. If not arranged otherwise in the contract concluded with a contractual service user, the person who pays for the postal service is the sender.

### **Article 14**

Postal service may be paid in cash at the time of package receipt or delivery, provided that in this event, transportation order is sent by electronic mail to the express delivery terminal which shall charge transportation or to the gyro account of the service provider, in keeping with the items and within deadlines indicated in the issued invoice.

By way of derogation from paragraph 1 of this Article, if another person is designated as the payer by the person who ordered the service, and such other person refuses to pay, the person who ordered the service shall pay for the service at the request of the service provider.

## **Liability of the provider of other postal services**

### **Article 15**

The postal service provider is responsible for international traffic within the limits established by the acts of the Universal Postal Union and international agreements.

### **Article 16**

The service provider in internal traffic shall be liable for:

1. loss of or damage to a postal package or the reduction of its contents
2. exceeding the deadline for the transportation and delivery of a postal package
3. non-performance of the service or incomplete service performance

### **Article 17**

The service provider shall not be liable in the following cases:

1. if he proves that the causes of events referred to in Article 16 of these General Terms and Conditions could not have been foreseen, avoided or eliminated (force majeure),
2. if the sender, recipient or other authorized person does not submit a complaint within the period stipulated in the Postal Services Act or fails to submit a request for indemnification within the period proscribed by law,
3. in case of packages the contents of which are prohibited by law and these General Terms and Conditions,
4. if the damage results from the sender's failure to pack it so as to secure its contents.

The service provider shall not be liable:

1. for loss of profit, nor actual damage attributable to the loss, damage or reduction of the content of a postal package, exceeding the deadline for the transportation and delivery of a postal package and the non-performance or incomplete performance of a service,
2. for packages delivered within the deadline and in the manner proscribed by law and these General Terms and Conditions.

### **Article 18**

Signature on a scanner, and exceptionally signature on the delivery note, entry of the date and, where possible, verification of the delivery note by the recipient's stamp shall be considered to mean that the service provider has delivered the package whole, intact and with unreduced content, and the service provider shall not be liable for any subsequently established damage.

## **Compensation for damage in domestic and international traffic**

### **Article 19**

The acts of the Universal Postal Union apply to compensation for damage in international traffic.

## **Article 20**

The service provider is required to pay the following indemnification to the service user or other authorized person in internal traffic:

1. loss of or total damage to a postal package or the reduction of its content:
  - a) for packages the value of which has not been indicated – in the amount five times the amount of the charged service fee
  - b) for packages the value of which has been indicated – in the amount equal to the indicated value, provided proof of their actual value is presented, but maximum to the amount of 1.000,00 EUR, except if additional cargo insurance had previously been contracted
2. partial damage to a postal package or the reduction of its contents:
  - a) for packages the value of which has not been indicated – in the amount corresponding to the actual value of the damaged or reduced package content, but maximum up to the amount five times the amount of the charged service fee
  - b) for packages the value of which has been indicated – in the amount corresponding to the actual value of the damaged or reduced package content, as assessed by the authorized person of the service provider, but maximum up to the indicated value, provided proof of their actual value is presented, but maximum to the amount of 1.000,00 EUR, except in cases where additional cargo insurance is contracted
3. exceeding the deadline for package transportation and delivery – in the amount three times the amount of the charged service fee
4. In case of non-performance of a postal service, the service provider shall refund the charged service price.

## **Complaint submission and resolution**

### **Article 21**

Service user may submit a written complaint to the service provider within three months from the date of postal package handover in internal traffic, i.e. within six months in international traffic, in case:

- a) loss of postal package
- b) if the deadline for package transportation and delivery is exceeded
- c) in case of non-performance or incomplete performance of a service by the service provider.

### **Article 22**

Recipient or other authorized person are required to submit a written complaint with respect to damage or reduction of package content at the time of delivery. Any complaints submitted after package delivery shall be dismissed, except if the recipient proves that the damage or reduced content did not occur after delivery.

### **Article 23**

Service user may submit the written complaint at the terminal of the service provider where the payment of the postal service was agreed. The written complaint must clearly state, substantiated with facts, to which part of the service the complaint pertains.

In case of a web order, the complainant shall corroborate the complaint with a print-out of the order, proof of the grounds for complaint, and indicate the requested amount.

In case of an e-mail order, the complainant shall corroborate the complaint with the received order receipt with order number, proof of the grounds for complaint, and indicate the requested amount.

Service provider shall state whether the complaint is grounded within 30 days from the receipt of the complaint.

The user of postal services may file a complaint on the written reply of the service provider to the consumer complaints committee of the service provider, within 30 days from the date of delivery of the written reply, and the committee is required to send a written reply to the user within further 30 days following the receipt of the claim. The complaint shall be submitted to the address: INTEREUROPA Ltd., Consumer Complaints committee, Ulica Josipa Lončara 3, 10090 Zagreb.

In case of dispute between a postal service user and postal service provider in connection with complaints resolution, the user of postal services may file a request for dispute resolution to the Croatian Regulatory Authority for Network Industries, Ulica Roberta Frangeša-Mihanovića 9, 10110 Zagreb (Agency) within 30 days from the receipt of the written reply of the consumer complaints committee.

## **Liability of the sender**

### **Article 24**

The sender shall be liable for any and all damage caused by his package to other packages, items and equipment, as well as for physical injuries or death of service provider's employees and other persons, if they may be attributed to any of the following:

1. if the package contained objects the transportation of which is prohibited by law and excluded by Article 7 of these General Terms and Conditions
2. if the sender did not comply with special legal requirements for sending items contained in his package
3. if the package was not packed in the proscribed manner.

## **Insurance**

### **Article 25**

All packages with indicated value under 1.000,00 EUR have cargo insurance. Insurance premium is included in the fee for other postal services.

In case of packages with indicated value above 1.000,00 EUR cargo insurance is not included in the fee for postal services. Service provider may separately contract the insurance of such packages at the request of the service user, as additional cargo insurance, subject to the payment of the fee to the service provider, at the rate indicated in the pricelist.

Packages of unknown value are insured under carrier's liability insurance up to the amounts stipulated in Article 17 of these General Terms and Conditions.

Compensation for damaged shipment may not exceed the amount assessed by the authorized person of the service provider.

## **Request for indemnification**

### **Article 26**

Sender or other authorized person may request indemnification by submitting a written request to the service provider in accordance with the Postal Services Act. The request for indemnification relating to the loss or reduced content is required to be submitted together with a corresponding document proving that the package has been lost, and the request relating to damage or reduced content, together with the record proving the defectiveness of the package, comment that the package was damaged during transportation and the invoice attached to the package during transportation.

## **Settlement of disputes**

### **Article 27**

Contracting parties shall primarily strive to resolve any disputes amicably, and in the event of failure to reach an amicable solution or settle the dispute in compliance with the provisions of the Postal Services Act, the dispute shall be resolved before Zagreb court having in rem jurisdiction.

## **Final provisions**

### **Article 28.**

These General Terms and Conditions have been published on the service provider's website [www.intereuropa.hr](http://www.intereuropa.hr) and INTRANET serving as the noticeboard of the service provider, and made publicly available at the premises accessible to service users.

These General Terms and Conditions shall apply as of **1<sup>th</sup> March 2025**.

When these General Terms and Conditions enter into force and effect, the General Terms and Conditions for the provision of postal service "INTEREUROPA EXPRESS", HP-OP-025, version 8, adopted by the Decision of the Management of the service provider no. HR-UD23-021-002 dated 9<sup>th</sup> May 2023.