

GLS Poland General Terms and Conditions for Szybka Paczka locations and the ParcelVan service

I. GENERAL PROVISIONS

General Logistics Systems Poland Spółka z ograniczoną odpowiedzialnością, with its registered office in Głuchowo, Komorniki gmina (62-052), ul. Tęczowa 10, entered into the National Court Register maintained by the District Court Poznań – Nowe Miasto i Wilda in Poznań, 8th Division of the National Court Register under number 0000005009, NIP [taxpayer identification number] 785-15-61-831, with the share capital of PLN 16,311,638.00, hereinafter referred to as **GLS Poland**, renders services to customers, in domestic and international trade, the said services consisting in the acceptance, transportation and delivery of parcels – courier parcels within the meaning of the Act of 23 November 2012 – the Postal Law, and freight within the meaning of the Act of 15 November 1984 – the Carriage Law (hereinafter referred to as “the services”).

II. DEFINITIONS

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

- **Advice Note** – a notification of an unsuccessful attempt to deliver a shipment to the consignee,
- **Price List** – a list of charges for the services applicable at Szybka Paczka locations and to the ParcelVan service,
- **Working days** – days from Monday to Friday, excluding public holidays falling on those days,
- **Individual Parcel Receipt Code – PIN or BLIK code** – an individual code used for authenticating the consignee, enabling the consignee to receive and confirm in electronic form the receipt of a parcel,
- **Customer** – respectively: the consignor, the consignee,
- **Courier** – a person acting on behalf of and to the benefit of GLS Poland, performing a portion of the service to the benefit of the customers, subject to the principles stipulated herein,
- **Place of Delivery** – an address of delivery of a parcel, indicated by the customer in the confirmation of sending,
- **Consignor** – a person who delivers a parcel together with a confirmation of sending or other documents to GLS Poland,
- **Consignee** – the entity indicated on the confirmation of sending to which a parcel is to be shipped at the place of delivery,
- **Parcel** – items packaged in the required or customary manner, commissioned by a customer of GLS Poland to be accepted, transported and delivered on the basis of a confirmation of sending. The dimensions of the parcel may not exceed: the sum total of the circumference and the longest side = 3 metres, where the longest side of the parcel may not exceed 2 metres; the width of the parcel may not exceed 80 cm and its height may not be more than 60 cm. The dimensions of irregularly shaped parcels shall be determined based on a right-angle outline (even if the contents of the parcel are physically packaged in a different manner). The gross weight of a single parcel may not exceed 31.5 kg for domestic shipments and 31.5 kg for international shipments. GLS Poland accepts, sorts, transports and delivers courier parcels and freight,
- **Courier Parcel** – an above-defined parcel whose weight does not exceed 20 kg.
- **Freight** – an above-defined parcel whose weight exceeds 20 kg.
- **Szybka Paczka – (formerly ParcelShop)** a location operated on behalf of GLS Poland or by a branch of GLS Poland, designated as Szybka Paczka, where the consignor may conclude

an agreement for the provision of the services and where the consignee may collect the parcel,

- **ParcelVan** – a service under which the consignor may conclude with the courier an agreement for the provision of the services at the place of sending the parcel,
- **Confirmation of Delivery** – an acknowledgment of receipt of the parcel by the consignee or a person authorised to collect the parcel – proof of delivery of the parcel to the consignee bearing the signature of the consignee or the authorised person in written or electronic form, or with the Individual Parcel Receipt Code entered in electronic form,
- **Confirmation of Sending** – a document filled in by the consignor which serves as proof of the conclusion of an agreement for the provision of the services, as well as of the acceptance of the parcel, including but not limited to, an address label and a label with the identification number of the parcel.
- **GDPR** – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 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) (OJ L 119, 4.5.2016, p. 1),
- **Force Majeure** – an external event – sudden, unpredictable and independent of the will of the parties – whose consequences cannot be predicted or prevented, and which renders the full or partial performance of the service impossible,
- **Track-ID** – the identification number of an advice note.

III. CONCLUSION AND TERMS OF THE AGREEMENT FOR THE PROVISION OF THE SERVICE

1. An agreement for the provision of the service is concluded when GLS Poland has accepted a parcel for transportation and delivery, together with confirmation of sending issued by the consignor, in which GLS Poland confirms the acceptance of the parcel. The confirmation of sending serves as proof of the conclusion of the agreement, acceptance of the terms and conditions thereof, and constituted proof of acceptance of the parcel for transportation and delivery; a copy of the confirmation of sending is given to the consignor. By signing the confirmation of sending, the consignor acknowledges that they have read these General Terms and Conditions (an excerpt from which is included on the reverse side of the confirmation of sending) and accept the provisions hereof, which thus constitute an integral part of the agreement.
2. GLS Poland shall not accept for transportation parcels whose value exceeds the equivalent of PLN 1000.
3. The person acting on behalf of GLS Poland who accepts a parcel from the consignor shall not be authorised to make or accept changes or supplements to the provisions stipulated herein.
4. GLS Poland shall not be bound to follow any oral or written instructions or information provided by the customer or persons accepting parcels on behalf of GLS Poland, in particular on the packaging of the parcel, including the confirmation of sending, if the said instructions or information are contrary to applicable legal regulations or the stipulations hereof.
5. The customer may change their instructions regarding the service in writing or electronically; in such cases GLS Poland may request a copy of the confirmation of sending. In justified cases, in relation to changing the place of delivery, GLS Poland may accept oral instructions from the customer. In the situations mentioned in the preceding sentences, however, GLS Poland reserves the right not to deliver the parcel within the agreed time-limit.

IV. REMUNERATION

1. The amount of remuneration for the provision of the service is stipulated in the Price List. The Szybka Paczka Price List is available at every Szybka Paczka location, as well as on www.gls-group.eu. The ParcelVan Price List can be obtained from a courier, as well as on www.gls-group.eu. GLS Poland reserves the right to

make changes to the Price List; an amended Price List shall be applicable a week after the date of its publication on the website of GLS Poland.

2. Remuneration for services rendered shall be paid by the customer in advance with cash, not later than at the moment of acceptance of the parcel by GLS Poland.
3. GLS Poland confirms the receipt of cash and issues an appropriate confirmation document to the customer.

V. ITEMS EXCLUDED FROM THE SERVICES

1. GLS Poland shall not accept for transportation and delivery any parcels containing the following:
 - a) items the transportation of which is forbidden pursuant to the provisions of law or international agreements, conventions or treaties to which Poland is a party,
 - b) items excluded from air transportation pursuant to applicable law in the case of combined air and road transport,
 - c) cash, media of exchange, gift vouchers or other payment documents, cheques, debit or credit cards, excise forms, securities, precious metals or stones and products made therefrom, jewellery, works of art or items with an artistic value, antiques and other items the value of which results from their age, rarity or subjective features, numismatic objects or stamp collections, identity documents including tickets, registration certificates or stickers related therewith,
 - d) tender documents, commercial offers, accounting documents, financial settlement documents, medical and insurance documents
 - e) pre-paid or activation telecommunications cards, as well as any other cards with similar functions,
 - f) items transported on the basis of a temporary customs clearance document – ATA carnet,
 - g) tobacco products and alcohol, including items which are required to be marked with excise stamps,
 - h) items transported with a customs seal,
 - i) living animals or plants,
 - j) goods requiring a controlled temperature,
 - k) perishable goods or food products within the meaning of the Food and Nutrition Safety Act,
 - l) medical products within the meaning of the Pharmaceutical Law, components for the production of medical products, drugs, psychotropic and hallucinogenic substances except for those sent for scientific and research purposes by institutes authorised thereto pursuant to separate legal regulations, provided that GLS Poland agrees to perform such a service,
 - m) items requiring specialist phytosanitary tests,
 - n) flammable or explosive materials, caustic substances and other commodities listed in the ADR Convention, weapons or ammunition,
 - o) dried tobacco within the meaning of the Act on Excise or contaminated alcohol,
 - p) tires in international trade,
 - q) corpses and human or animal remains, human or animal ashes
 - r) human or animal organs, body fluids and products of human or animal metabolism,
 - s) personal belongings or resettlement property,
 - t) bowed or plucked string instruments,
 - u) items the properties of which may pose a threat to people, cause the destruction of other parcels, damage or soil them, etc.,
 - v) commodities the transportation or storage of which requires special conditions (e.g. transportation in a specific position e.g. horizontally, glass, ceramics, TV sets, car body parts, other fragile goods),
 - w) products of animal origin as specified in Commission Regulation (EC) No 206/2009 of 5 March 2009,

- x) goods or parcels the shipment of which is prohibited under any applicable legal sanctions, for example due to their contents, their intended recipient or the country to or from which they are to be sent. Legal sanctions include all laws, regulations and orders imposing sanctions (including trade restrictions and economic sanctions) on countries, individuals or entities, including without limitation those imposed by the United Nations, the European Union and its member states.
 - y) any media containing personal data which reveals the racial or ethnic origin, political opinions, religious or philosophical beliefs or trade union membership, contains genetic or biometric data for the purpose of identifying a natural person, or concerning the health, sexuality or sexual orientation of that person.
2. GLS Poland shall not accept parcels addressed to post box numbers and whose place of delivery indicates a temporary address, including in particular to: hotels, guest-houses, student dormitories, hostels, therapeutic centres and sanatoriums, trade fair centres, exhibitions or beaches.
 3. GLS Poland shall have the right to terminate the Agreement with immediate effect should the consignor request the shipment of items which are excluded from the services or any other items not listed in Point V Item 1 hereof which pose a threat to the life, health or property of any entity.

VI. DUTIES OF THE CONSIGNOR

1. The consignor assures and guarantees that:
 - a) the parcel is properly described in the confirmation of sending, that the address of the consignee and consignor is accurate and legible, and that the appropriate shipping label is affixed on the parcel,
 - b) the value of the parcel does not in any case exceed the amount indicated in the provisions of Point III Item 2 of the General Terms and Conditions,
 - c) the telephone numbers of the consignor and the consignee, as well as the date of sending, are provided on the parcel and the confirmation of sending,
 - d) the parcel is sufficiently packaged to protect it against any loss, diminishment or damage sustained during the performance of the service; in particular the packaging should be properly closed and secured (in the form of seals, adhesive tapes, stickers etc.) in such a manner that access to the contents of the parcel is impossible without leaving conspicuous evidence of tampering, and it should possess appropriate internal protection such that the shifting of the contents of the parcel is impossible,
 - e) the parcel does not contain any items excluded from the services specified in Point V hereof,
 - f) the dimensions of the parcel do not exceed the admissible dimensions provided in Point II hereof,
 - g) the parcel is fit for automatic handling during unloading and sorting,
 - h) the weight of the parcel does not exceed 31.5 kg.
2. The customer shall be fully liable both towards GLS Poland and third parties for any damage caused by violating the provisions of item 1 hereinabove.

VII. SENDING A PARCEL

1. The parcel shall be accepted for transportation and delivery by a Szybka Paczka location or by a courier (ParcelVan).
2. The proof of acceptance of the parcel and the conclusion of the Agreement for the provision of the service is a confirmation of sending signed by the consignor and GLS Poland. The consignor shall receive a copy of the said document.
3. GLS Poland may refuse to conclude the Agreement for the provision of the service or withdraw from the performance thereof if:
 - a) the parcel contains items which are ineligible for acceptance and transportation as specified in Point V hereof,

- b) the parcel fails to comply with the conditions required by GLS Poland to conclude the Agreement, as specified in Point VI hereof, and in particular as regards the packaging and labelling of the parcel,
 - c) the consignor fails to meet the obligation resulting from Point VI Item 1 Letters f) and g) hereof.
4. GLS Poland may accept for transportation and delivery a parcel which fails to meet the conditions stipulated in Point VI Item 1 Letter d) only if the parcel, being packaged in such a manner, does not pose any threat to other parcels, persons or property. In such a case the consignor shall accept liability for any damage that may result therefrom, any damage or diminishment of the contents of the parcel during the transportation thereof, as well as for delayed delivery thereof resulting from a potential necessity of protecting the parcel, which shall be effected at the cost of the consignor.

VIII. PARCEL DELIVERY

1. As a principle, a domestic parcel is delivered to the consignee at the place of delivery not later than on the working day following the day of sending. GLS Poland guarantees that domestic parcels shall be delivered within three working days following the day of sending.
2. As a principle, an international parcel is delivered to the consignee at the place of delivery not later than within the time-limit determined using the GLS Poland price calculator available on www.gls-group.eu. GLS Poland guarantees that international parcels shall be delivered within the time-limit indicated in the price calculator plus three working days.
3. The consignee confirms the delivery of the parcel with their personal signature provided using an electronic device (scanner), on a paper document or by entering the Individual Parcel Receipt Code (PIN or BLIK code) using the electronic device. The customer agrees for a print-out of the signature of the consignee or the Individual Parcel Receipt Code (PIN or BLIK code) from the electronic device to be used as proof of delivery of the parcel by GLS Poland, and shall not raise any objections as regards the form of the proof only due to the fact that the proof is obtained and stored by GLS Poland in electronic form.
4. GLS Poland shall be entitled to verify the identity of the consignee by comparing the data in the confirmation of sending to the data in an identity document (e.g. identity card, passport, driving licence).
5. The consignee may not open the parcel before signing the proof of delivery.
6. Should any damage or diminishment of the contents of the parcel be identified before the parcel is released to the consignee, the courier delivering the parcel or the person acting on behalf of GLS Poland at the Szybka Poczka location shall immediately draw up a report concerning the condition of the parcel (damage report). The consignee may also request that a damage report be drawn up if the consignee claims that the parcel has been tampered with. The damage report shall be signed by the courier or the person acting on behalf of GLS Poland at the Szybka Poczka location and the consignee, and the consignee shall receive a copy of the report.
7. If the consignee is absent at the place of delivery, the courier of GLS Poland may:
 - a) with the consignee's consent, deliver the parcel to a third party authorised by the consignee and present in direct vicinity of the place of delivery specified by the consignee ("substitute delivery"). Immediate vicinity shall mean a location (address) in the same house, building or on the same premises as the place of delivery, or a house, building or premises closest to the place of delivery.
 - b) provided that the telephone number or e-mail address of the consignee is available in the system, leave the parcel at the closest Szybka Poczka location, to be collected by the consignee. In such cases, the consignee shall be informed in writing (advice note) or electronically about the address of the Szybka Poczka location and provided with an Individual Parcel Receipt Code (PIN).

8. In the case of an unsuccessful attempt of delivery of the parcel for reasons beyond the control of GLS Poland (e.g. erroneous address, refusal to accept the parcel by the consignee), GLS Poland shall return the parcel to the consignor.

IX. LIABILITY OF GLS POLAND

1. GLS Poland shall be liable for failing to perform or improperly performing the Agreement for the provision of the services, subject to these General Terms and Conditions, Postal Law, Carriage Law, Civil Code and other applicable legal regulations.
2. The service shall be deemed improperly performed in particular if any of the following occurs between the acceptance for transportation of the parcel by GLS Poland and the delivery thereof: any diminishment of the contents or damage to the parcel or any delay in the delivery thereof. The liability for non-performance or improper performance of the services arises at the moment when GLS Poland commits to provide the services.
3. The service shall be deemed not performed if the parcel is lost after being accepted for transportation by GLS Poland. A parcel which is not delivered to the consignee or a third party authorised thereby (substitute delivery) within 30 days of the date of acceptance for transportation by GLS Poland shall be deemed lost.
4. GLS Poland shall not be liable for non-performance or improper performance of the services if it results from:
 - 1) a force majeure event,
 - 2) reasons attributable to the consignor or consignee or a third party used thereby, and which are not attributable to GLS Poland,
 - 3) the properties of the items handed over for transportation,
 - 4) a violation by the consignor or consignee of applicable provisions of law or the provisions hereof.
5. GLS Poland shall not be liable for the diminishment of the contents of the parcel if the weight of the parcel or the number of items contained therein was not verified thereby at the moment of its acceptance for transportation, provided that the parcel is delivered without any evidence of tampering with the packaging secured by the consignor with a seal, wax seal, consignor's tape or in any other similar durable manner.
6. GLS Poland shall be liable exclusively for actual, proved losses incurred by the customer as a result of a failure to perform or improper performance of the service, that is with the exception of benefits, profits or income lost by the customer or a third party, unless they have been caused by wilful misconduct, gross negligence or tort on the part of GLS Poland.
7. In domestic trade, the liability of GLS Poland is limited to the value of the parcel whose acceptance was approved thereby in accordance with the provisions hereof, unless the damage has been caused by wilful misconduct, gross negligence or tort on the part of GLS Poland.
8. If the damage results from circumstances partially attributable to GLS Poland, the liability of GLS Poland shall be limited to the scope within which the said circumstances influenced the occurrence of the damage.
9. In domestic trade, subject to Item 6 hereinabove, the amount of damages for the loss or diminishment of the contents of the parcel may not exceed the usual value of the items contained therein, unless the damage was caused by wilful misconduct, gross negligence or tort on the part of GLS Poland. The value of an item is established pursuant to and in accordance with the following order:
 - a) the price specified in a relevant invoice (bill),
 - b) the price specified in the official price list applicable on the day of acceptance of the parcel for transportation,
 - c) the value of an item of the same kind and quality at the time and place of acceptance for transportation of the parcel by GLS Poland.

In the case of damage in domestic trade with the use of a foreign currency, the damages shall be calculated based on the average exchange rate of the said currency offered by the National Bank of Poland as of the date of sending.

10. In international trade, the liability of GLS Poland for the loss or diminishment of the contents of a parcel may not exceed the amount of SDR 8.33 per kilogram of the missing gross weight, however, it may not exceed the actual value of the parcel unless the damage was caused by wilful misconduct, gross negligence or tort on the part of GLS Poland. The above-mentioned amount shall be converted into zlotys in accordance with the average exchange rate offered by the National Bank of Poland as of the date of sending.
11. If a parcel is damaged, the amount of damages shall correspond to the percentage of the diminishment of the value thereof.
12. In addition to the damages specified in Items 6, 7, 9 and 10 hereinabove, GLS Poland shall reimburse the transportation charge in its full amount – if the parcel has been lost, an appropriate portion thereof – if the contents of the parcel have been diminished, and if the parcel has been damaged – in the amount corresponding to the percentage of the diminishment of the value thereof.
13. In the case of a delayed delivery of a domestic courier parcel, GLS Poland shall be obligated to pay damages in an amount which does not exceed double the remuneration for the service.
14. In the case of a delayed delivery of freight, if the customer proves that the damage they incurred resulted therefrom, GLS Poland shall be obligated to pay damages equal to the actual amount of damage incurred, however not exceeding double the amount of remuneration for the service whose performance was delayed, unless the delay was caused by wilful misconduct, gross negligence or tort on the part of GLS Poland.
15. In the case of a delayed delivery of international freight, if the customer proves that the damage they incurred resulted therefrom, GLS Poland shall be obligated to pay damages equal to the actual amount of damage incurred, however not exceeding double the amount of remuneration for the service whose performance was delayed, unless the delay was caused by wilful misconduct, gross negligence or tort on the part of GLS Poland.
16. If the non-performance or improper performance of the services results from wilful misconduct, gross negligence or tort on the part of GLS Poland, GLS Poland shall be liable for the said non-performance or improper performance of services under the provisions of the Act of 23 April 1964, The Civil Code, to the full extent of the damage.

X. LIABILITY OF THE CONSIGNOR

1. The consignor shall be liable towards GLS Poland for any damage caused to persons, equipment and other parcels, as well as for any costs resulting from:
 - a) providing, in the confirmation of sending or in any other form, indications or statements which are contradictory to the actual state of affairs, imprecise, insufficient or entered in an inappropriate place,
 - b) the defective condition of the parcel, lack of packaging or defective packaging of the parcel.
2. The consignor shall be liable towards GLS Poland for improperly filling in documents on the basis of which the service is to be performed, including by providing data which are contradictory to the actual state of affairs, imprecise, incomplete or entered in inappropriate places. The customer shall also be liable for erroneous or imprecise information provided to GLS Poland in any other form.
3. Should the customer fail to meet the obligation specified in Point VI Item 1 Letter a., GLS Poland shall not be liable for the performance of the service and reserves the right to retain the parcel until it receives proper instructions from the consignor, or to return the parcel to the consignor.

XI. ASSERTING CLAIMS. COMPLAINTS

1. Any claims concerning improper performance of the Agreement for the provision of the services shall expire upon accepting the parcel without reservations. This, however, shall not apply to claims concerning diminishment or damage which is not visible at the moment of collection, and is reported in writing by the consignee to GLS Poland within 7 (seven) days of the date of acceptance of the parcel. In such a case the customer shall have the right to request that a damage report be drawn up in the presence of a GLS Poland representative. The damage report shall be signed by the customer and the GLS Poland representative. In such a case GLS Poland shall be liable only if the customer proves that the damage occurred between the time of acceptance of the parcel for transportation and the moment of collection.
2. Complaints shall be submitted in writing to the address of the GLS Poland registered office or by e-mail to the following address: reklamacje@gl-s-poland.com within 30 (thirty) days, and in the case of a lost parcel
 - within 45 (forty-five) days of the date of acceptance for transportation of the parcel by GLS Poland, but not later than within 12 months of the date of sending.
3. The complaint shall be investigated within 30 days from the date of submission.
4. If the complaint is submitted by a person other than the customer, such a person should attach a document confirming the transfer of rights or a power of attorney. This shall not apply to an insurance company raising a recourse claim against GLS Poland.
5. The complaint should contain:
 - a) the name and surname (for businesses – company name, registered office) and the address of the person submitting the complaint, as well as a bank account number or instructions concerning a postal money order,
 - b) the claim amount and a justification thereof,
 - c) appropriate documents substantiating the claim amount (e.g. the original invoice for the purchase, receipt or other documents confirming the claim amount),
 - d) the confirmation of sending,
 - e) the parcel condition report / the damage report.Should the aforementioned documents be insufficient to accept the complaint due to the quality or content thereof, GLS Poland may request that the person submitting the complaint present additional documents related to the claim type and amount, subject to Item 6 hereinbelow.
6. If the complaint is submitted by an unauthorised person or if the complaint fails to meet the conditions stipulated hereinabove in Item 5, GLS Poland shall request that the person submitting the complaint provide the missing information. The time-limit stipulated in Point XI Item 3 shall be suspended until the missing information is provided by the person submitting the complaint.
7. GLS Poland shall notify the person submitting the complaint about the result of the investigation by providing:
 - a) if the claim is considered as valid – the accepted amount and the manner of payment thereof to the person submitting the complaint,
 - b) if the claim is rejected partially or fully
 - the basis for refusal with a justification.
8. If the parcel is damaged, the customer shall be obligated to leave it at the disposal of GLS Poland until the completion of the complaint proceedings.
9. If the complaint is accepted, GLS Poland shall be obligated to pay out damages within 30 days of the date of accepting the complaint as valid.
10. The customer shall have the right to charge statutory interest for untimely payment of the damages or untimely return of the charge in the case of non-performance.
11. In matters not regulated by these Terms and Conditions, courier parcels shall be governed by applicable provisions of the Postal Law and any secondary legislation issued thereunder, whereas freight shall be governed by applicable provisions of the Carriage Law

and of the Regulation of the Ministry of Transportation and Construction on determining the condition of shipments and complaint proceedings.

XII. PERSONAL DATA DATA PROTECTION/PERSONAL DATA PROCESSING NOTICE

1. GLS Poland is the controller of the personal data of consignors, consignees and persons acting on their behalf, their data being processed by GLS Poland in relation to the provision of the services.
2. GLS Poland obtains personal data from the consignor, who provides GLS Poland with the required data.
3. Providing personal data is voluntary, but it is necessary for the provision of the services.
4. GLS Poland processes personal data for the purpose of concluding and performing agreements for the provision of the services, asserting rights and claims related to the services, compiling statements, analyses and statistics, direct marketing and the performance of legal obligations.
5. The legal basis for processing personal data is the provisions of Article 6(1)(b), Article 6(1)(c) and Article 6(1)(f) of the GDPR, the legitimate interest of GLS Poland consisting in the possibility of asserting its rights and claims, compiling analyses and statistics, auditing the quality of the services provided and direct marketing.
6. GLS Poland processes the following categories of personal data: identification data, address details, contact details.
7. GLS Poland shall render it possible to contact the Data Protection Officer at the following address: GLS Poland Data Protection Officer, ul. Tęczowa 10, Głuchowo, 62-052 Komorniki, e-mail address: DataProtection@glS-poland. com.
8. More information about personal data protection at GLS Poland can be found on: glS-group.eu/dataprotectionochronadanych.

XIII. LIQUIDATION OF PARCELS

In cases specified in applicable law, GLS Poland shall be entitled to liquidate a parcel by way of selling, gratuitous handover or destruction thereof. GLS Poland shall be obligated to notify the customer in writing about the planned liquidation of the parcel, giving the customer a 14-day time-limit to present written instructions concerning the parcel, the said time-limit counting from the date of delivery of the notification. Should the customer fail to provide the written instructions within the said time-limit, GLS Poland shall liquidate the parcel. The means obtained from the liquidation shall be paid out to an authorised person upon deducting the amount due to GLS Poland, including the costs of the liquidation.

XIV. FINAL PROVISIONS

1. The applicable General Terms and Conditions and Price List are available at every Szybka Paczka location, from couriers and online on www.gls-group.eu.
2. Any and all disputes between the customer and GLS Poland resulting from the Agreement and the General Terms and Conditions shall be resolved, first of all, amicably, and should an amicable resolution of the dispute prove to be impossible, the dispute may be resolved via a settlement by way of mediation proceedings before the President of the Office of Electronic Communications (UKE – Urząd Komunikacji Elektronicznej), or, as a last resort, by the common courts of law having territorial jurisdiction in accordance with applicable law.
3. These General Terms and Conditions enter into force on 1 April 2022. At the same time, they supersede the previous GLS Poland Terms and Conditions for Szybka Paczka locations and the ParcelVan service which entered into force on 25 May 2018.

