

**“M&BM EXPRESS” OOD**

## **GENERAL TERMS AND CONDITIONS**

**OF THE CONTRACT WITH USERS FOR THE  
PROVISION OF NON-UNIVERSAL POSTAL  
SERVICES WITHIN THE TERRITORY OF BULGARIA  
BY “M&BM EXPRESS” OOD WITH REGISTRATION  
CERTIFICATE NR. 0025/10.05.2005**

Sofia, 2022

## SECTION I

### Subject matter and general provisions

**Art. 1.** These General Terms and Conditions of the contract with users of non-universal postal services provided by “M&BM EXPRESS” OOD, hereinafter referred to as “the Operator” or “EXPRESS ONE”, establish the rights, obligations and responsibilities of the parties to the contract during the provision of those services.

**Art. 2.** (1) Users of non-universal postal services provided by the Operator can familiarize themselves with these General Terms and Conditions:

1. In every stationary office of the Operator, where the General Terms and Conditions shall be placed in a visible and accessible place and in every mobile office of the Operator, where they shall be provided upon request to users;

2. On the Operator's website at [www.expressone.bg](http://www.expressone.bg).

(2) The parties to the contract under Art. 1 may also negotiate other terms and conditions for the provision of non-universal postal services, for which they shall conclude an individual contract, with the present General Terms and Conditions representing an integral part thereof. In the presence of an individual contract according to the preceding sentence and under terms and conditions different from those recorded in the present General Terms and Conditions, the arrangements agreed in the individual contract shall be in force.

**Art. 3.** Users of the services can be all natural persons, sole proprietors, legal entities, as well as civil-law companies, consortia and specially created bodies that do not fall into the category of natural person or legal entity.

**Art. 4.** (1) The Postal Services Act and the applicable legislation of the Republic of Bulgaria shall apply to the concepts and events not regulated under these General Terms and Conditions.

(2) With their definition, all terms in SECTION XII shall be deemed to be unambiguously defined in the context of these General Terms and Conditions.

**Art. 5.** (1) By placing their signatures on the documents when handing over a shipment, Users declare that they are familiar and agree with the content of those documents.

(2) The following shall be considered as consent with these General Terms and Conditions:

1. A protocol, according to the agreed template, for shipments handed over to a courier, which has been signed by the Sender or by his/her representative;

2. Confirmation for the provision of a service sent by the User to the Operator via an electronic message, provided that the message contains a reference to these General Terms and Conditions.

## SECTION II

### Scope and features of the services

**Art. 6.** (1) The postal network through which the Operator provides non-universal postal services consists of stationary and mobile post offices, postal agencies, hereinafter referred to as “post offices” (PO), distribution centres, transport and technical means.

(2) Non-universal postal services that the Operator provides through its postal network are:

1. Collection, carriage and delivery of domestic and international courier shipments, as well as all accompanying additional services, published in the Operator's price list;
2. Acceptance of messages submitted in physical or electronic form by the sender, their transmission through electronic means of communication and the delivery of those messages to the recipient as postal shipments against signature or to a mailbox;
3. Collection, carriage and delivery of domestic and international palletized courier shipments;
4. Collection and delivery of direct mail advertising with delivery against signature or to the mailbox of the recipient;
5. Delivery of international courier shipments within the Operator's network upon request for their collection outside the Operator's territory.

### **SECTION III** **Access conditions**

**Art. 7.** The Operator guarantees equal access of all users to the provided services.

**Art. 8.** (1) Shipments shall be collected from the Sender's address or shall be handed over at an Operator's office within the specific working hours.

(2) Orders for collection of shipments outside the Operator's territory shall be submitted to the e-mail address specified by the Operator.

**Art. 9.** The working hours shall be determined by the Operator and shall be placed in a place, which is visible and accessible for all users, as well as on the Operator's website at [www.expressone.bg](http://www.expressone.bg).

**Art. 10.** (1) The contract between the Operator and the User shall be considered as entered into:

1. Upon the collection of the postal shipment by a representative of the Operator, which collection has been certified by a signature placed on the accompanying documents;
  2. By the explicit confirmation for the performance of a service sent by e-mail message by the User to the Operator, under the conditions of Art. 5, par. 2 of these General Terms and Conditions;
- (2) With the collection of the shipment by the Operator, the User shall not be released of and shall not transfer his/her obligations and responsibilities arising from the applicable Bulgarian legislation.

**Art. 11.** The contract between the Operator and the User shall be considered as fulfilled:

1. Upon delivery of the postal shipment, which shall be certified by the signature of the Recipient or of his/her authorized representative – for shipments ordered for delivery against a signature;
2. Upon delivery to the mailbox – for shipments ordered for delivery to a mailbox;
3. Upon the return of an undelivered shipment to the sender in compliance with the conditions and the procedure of Art. 27 of these General Terms and Conditions;

4. Upon delivery of the shipment to the recipient requested by the ordering person under Art. 6, item 5.
5. Upon payment of the compensations under Art. 40 or Art. 41, as well as under the conditions of Art. 44 of these General Terms and Conditions.

**Art. 12.** The User shall be responsible for incorrect or inaccurate data specified in the waybill or in the request to the Operator.

#### **SECTION IV**

##### **Requirements to the servicing quality and efficiency (time periods for delivery of postal shipments)**

**Art. 13.** (1) The Operator shall determine the time periods for delivery of non-universal postal shipments, depending on the type, the populated place for their reception and delivery and/or the country to which they are destined.

(2) The services under these General Terms and Conditions shall be performed within the limits of a populated place.

(3) A detailed list of the types of services, additional services, destinations and delivery periods for the shipments is contained in the price list (**Appendix Nr. 1**), which represents an integral part of these General Terms and Conditions.

(4) When the populated place, for which an order for collection from an address is placed or to which the shipment is addressed, is serviced under a service schedule, the period of collection and/or delivery shall be extended accordingly until the first working day coinciding with the service schedule for that populated place.

(5) The services under Art. 6, item 1, item 3, item 5 can only be ordered for delivery against signature.

(6) Shipments under Art. 6, item 2, item 4 can be ordered for delivery against signature or to a mailbox.

(7) In the event that the User has specified wrong or incomplete data about the recipient, the Operator shall not be bound by the delivery periods contained in **Appendix Nr. 1**, except in cases where there is confirmation in accordance with Art. 20, par. 4, after which the delivery period shall be preserved and increased by one working day, starting from the date of confirmation.

#### **SECTION V**

##### **Methods of payment**

**Art. 14.** (1) The service prices shall be determined by the postal operator, according to the requirements of the Postal Services Act and shall be prepaid by users.

(2) Payment shall be made in cash, by cashless means or by another method determined by the Operator.

**Art. 15.** Postal services can also be paid within the time periods established according to the individual contracts concluded under Art. 2 of these General Terms and Conditions.

**Art. 16.** (1) The prices for payment of services and additional services shall be indicated by type in the Operator's Price List, which represents an integral part of the General Terms and Conditions.

(2) The Operator's Price List shall be placed in a prominent place at the access points and shall be published on the Operator's website.

(3) The Operator shall have the right to apply certain basic and additional services only to customers with a concluded contract, being obliged to indicate this at least in its price list (**Appendix 1**).

**Art. 17.** In the event of a change in its price list and/or the time periods for performance of services, the Operator shall notify users with individual contracts with a 15-day prior written notice, it shall publish its new price list on its website – and it shall notify the Communications Regulation Commission at least 10 days before the entry of the new Price List in effect.

**Art. 18.** The Operator shall certify the payment of the service value by:

1. The issuance of a document accompanying the shipment – waybill with original number;
2. The issuance of a cash receipt and/or an invoice.

## SECTION VI

### Conditions for collection and delivery of postal shipments

**Art. 19.** (1) Shipments shall be collected at the requested collection address or at the Operator's office – handed over in person by the Sender or by his/her representative.

(2) Collection from the Sender's address shall be performed after an order has been submitted to the Operator or according to a schedule specified in an individual contract, subject to compliance with the requirements in Art. 21 of these General Terms and Conditions;

(3) Shipments for delivery against signature shall be handed over at the Operator's office or at an address, upon fulfilment of the ordered conditions and additional services registered on the waybill.

(4) Shipments shall be delivered to the person specified as the recipient, to his/her parent or legal guardian if the recipient is a minor or has not reached the legal age of maturity, or to a person authorized by the recipient or his/her legal representative. Upon delivery, courier shipments shall be delivered to the person referred to in the preceding sentence personally, and in the latter's absence at the address, after agreement with the recipient – to a person who has undertaken an obligation to the Operator to deliver the shipment to the recipient (for example: a person from the recipient's household or another person, who at the time of delivery is located at the receiving address, porter, security guard, office at the recipient's address in a residential or administrative building, or other similar persons or premises/.

(5) Unless otherwise agreed, the collection / delivery of courier shipments from / to an address with a total weight of up to 40 kg shall be performed at the address of the sender / recipient. Shipments over 40 kg and non-standard shipments shall be collected / delivered from/to the entrance of the residential / office building, and in the absence of access – to the point closest to the address, which is accessible for vehicles.

(6) The conditions for collection / delivery under the preceding paragraph shall apply if there is an asphalt road to the ordered address.

(7) Palletized shipments shall be collected/delivered from ramp/to ramp, with the provision of loading and unloading activities being the responsibility of the Sender / Recipient.

**Art. 20.** (1) The data contained in the waybill shall be declared by the Sender of the shipment to the Operator and, in addition to the data required by the Postal Services Act, the following details must also be present:

1. Sender and recipient;
2. Phone number for contact with the sender and the recipient;
3. Exact address of the sender and the recipient, including populated place, postal code, street and/or district, number. If the post code and the populated place differ, the submitted post code shall take precedence.

(2) For international shipments and orders, the information in par. 1 shall be written in legible, print, Latin letters.

(3) Under the procedure of Art. 5 of these General Terms and Conditions, by placing his/her signature on the documents, the Sender declares that he/she:

1. confirms the accuracy of the declared data, including the declared contents of the shipment;
2. certifies the services ordered by him/her and accepts the terms of delivery and payments;
3. provides personal data and grants his/her consent to their processing, necessary for the fulfilment of the courier service contract;
4. takes full responsibility if the entered data are inaccurate or incorrect;
5. agrees to transport the shipment through distribution centres in case that the Operator deems it necessary. In such cases, Users shall not pay an additional price.

(4) If incomplete or incorrect data for the recipient are established, the Operator may perform a correction of the data, but only after written confirmation by the User, for which the Operator may charge an administrative fee for the performed correction.

**Art. 21.** The Operator shall accept shipments from users in a form that meets the following requirements:

1. The packaging must be reliable, in order to protect the contents of the shipment, it must ensure the shipment's rigidity and reliability, it must possess internal and external insulation of the items against mechanical damage. Shipments covered only with polyethylene film and/or thin paper shall be considered as unpackaged;
2. Document shipments shall be accepted only in packaging provided or approved by the Operator;
3. The Operator shall offer packages with different formats;
4. All documents necessary for the delivery must be completed and attached to the shipment;
5. The contents of the shipment must meet the conditions stipulated in Art. 34;
6. The shipment must not have contents or appearance that could lead to a breach of the integrity, contents, packaging or appearance of other shipments transported by the Operator, as well as the used transport means.
7. In case that the shipment is accepted for transportation by the Operator, it shall be considered to be properly packed;
8. Shipments declared as fragile must be insured under the terms and conditions of Art. 25 of these General Terms and Conditions.

**Art. 22.** (1) The acceptable physical characteristics of standard shipments that the Operator serves are as follows:

1. For domestic and international, non-palletized courier shipments – the weight of a single package must not exceed 31.5 kg., with a maximum size of any of the package dimensions of 200 cm and a maximum volumetric circumference of 330 cm.
2. Unless otherwise agreed, the maximum permissible number of packages in a non-palletized shipment shall be 10 pieces, subject to the restrictions in item 1.
3. Unless otherwise agreed, for domestic and international palletized shipments, the maximum weight of a pallet shall be 600 kg, with a maximum height of 180 cm.
4. Unless otherwise agreed, the maximum permissible number of pallets for a palletized shipment shall be 1 piece.

(2) The Operator has the right to impose additional restrictions on the physical characteristics of the shipments for collection, provided that users are notified of this in an appropriate manner.

(3) The Operator has the right to impose quantitative restrictions on submitted shipments, provided that users are notified of this in an appropriate manner.

(4) Shipments that do not meet the parameters in par. 1 shall be considered as non-standard and shall be collected and/or delivered only after coordination with the Operator, with the standard delivery periods not applying to them.

**Art. 23.** (1) All shipments shall be weighed and measured for control purposes at the Operator's offices, and in the event of a difference with the declared weight and/or dimensions, the User shall be charged in accordance with the Operator's established price tariff or price conditions under an individual contract.

(2) Shipments shall be charged at the higher established value between their actual and volumetric weight.

**Art. 24.** (1) In case of suspicion about the presence of prohibited items or substances present in postal shipments, the Operator shall request the Sender's consent in order to perform an inspection. In case of refusal, the Operator shall not accept the shipment.

(2) In the event that there are sufficient grounds to consider that an already received postal shipment contains prohibited items or substances, the Operator shall require written consent from the Sender or Recipient to open it. In case of refusal or lack of response within a 3-day period, the Operator shall notify the competent state authorities and wait for the performance of an inspection.

**Art. 25.** (1) At the request of the Sender and against payment according to the price tariff, upon collection, the Operator shall make an insurance of the shipment to the benefit of the sender, which shall cover the risk of damage or loss up to the amount of the insurance value. The insurance shall not cover damage, loss or lost profits caused by delay.

(2) Unless otherwise agreed, shipments paid by Cash on Delivery must be insured in accordance with par. 1, and the Cash on Delivery value shall be accepted as the insurance value of the shipment.

**Art. 26.** (1) In the event of an unsuccessful delivery attempt due to the absence of an eligible recipient, an official notice for the attempted delivery shall be left at the address, and the shipment shall be returned to the delivery office. The shipment shall be stored in the delivery office for up to 3 working days after the unsuccessful visit and after the third calendar

day and after agreement with the Sender / Recipient, the Operator shall have the right to charge a storage fee (controlled storage) payable by the person ordering the additional storage. Unless otherwise agreed, after the expiration of the initial storage period, the shipment shall be returned to the Sender as "Unclaimed";

(2) For shipments ordered for collection at an office, the Operator shall notify the Recipient of a shipment available for collection on the day of receipt of the shipment at the delivery office. In case of non-receipt, the shipment shall be returned to the sender according to the procedure and under the conditions of par. 1.

(3) If the Recipient refuses to pay for the delivery or to receive the shipment, this circumstance shall be entered into the waybill and shall be certified by the Recipient's signature. In case that the Recipient refuses to place his/her signature, this shall be certified by the courier delivering the shipment. Unless otherwise agreed, the shipment shall be returned back to the Sender.

(4) Unless otherwise agreed, in the presence of objective reasons preventing delivery, such as prolonged absence of the recipient from the specified address, incorrect or incomplete address and/or lack of access, the shipment shall be returned to the Sender.

(5) When re-routing a shipment to a new address, the re-routing service shall be due for payment by the User who ordered the change. Re-routing the shipment to a new address shall not release the User from his/her obligation to pay for the service to the originally ordered address.

**Art. 27.** (1) When returning undelivered shipments under Art. 26, the Sender shall be obliged to pay for the service in both directions.

(2) The Operator shall not be responsible for undelivered, returned shipments, for which the Sender refuses to pay the price according to par. 1 and/or to receive back.

(3) The Operator shall not be responsible for shipments not claimed by the Sender within 14 days.

**Art. 28.** In the case of unsuccessful delivery of a shipment, the Operator shall establish and register the reasons for this, and the User shall have the right to dispute the established circumstances in accordance with Art. 35 of these General Terms and Conditions.

**Art. 29.** (1) The time periods for payment of Cash on Delivery amounts requested for payment by bank transfer shall be the same as the time periods for delivery of the courier shipment, except in cases of individual agreement with the User. The time periods under par. 1 shall begin on the day following the day of delivery of the shipment.

(2) The value of the Cash on Delivery, subject for collection for a single shipment, cannot exceed BGN 5000 or its BGN equivalent.

(3) Unless otherwise agreed, Cash on Delivery requested for payment in cash shall be paid only at an Operator's office – within the time periods under par. 1.

## **SECTION VII**

### **Rights and obligations of users**

**Art. 30.** Users shall have the right:

1. To request the conclusion of a contract for the use of all postal services offered by the Operator.

2. To receive the services under SECTION II with the quality and parameters of the services, according to SECTION IV;
3. To receive complete information about the characteristics and parameters of the services offered under Art. 6;
4. To submit requests, complaints and proposals and to receive answers within the period under Art. 43 of these General Terms and Conditions;
5. To address complaints and reports to the Communications Regulation Commission;
6. To receive compensation in the cases listed in and under the procedure of SECTION X;
7. To receive back the undelivered shipment, subject to the conditions of Art. 27.

**Art. 31. Users** shall be obliged:

1. To prepare the shipment in a form that meets the requirements of Art. 21 of these General Terms and Conditions, by adhering to the characteristics described in Art. 22;
2. To prepay the price of the service, in accordance with the prices announced under Art. 16, par. 1, unless another payment method has been specified in the individual contract or in an additional agreement;
3. To bear responsibility for damages caused by shipments submitted by them to the Operator, to the Operator's employees or to other shipments/persons, including in case of violation of these General Terms and Conditions, which have not been detected by the Operator at the time of the shipment's submission, and the Users' liability shall be commensurate with the damage caused.
4. To comply with the requirements of SECTION IX (Items and substances prohibited for carriage) of these General Terms and Conditions.
5. To provide information, which is complete and accurate to the maximum degree, about the recipient and the shipment, according to the requirements of these General Terms and Conditions.

## **SECTION VIII**

### **Rights and obligations of the Operator**

**Art. 32.** The Operator shall have the right:

1. To require the shipment to be in a suitable form and packaging for transportation that does not endanger the integrity or contents of other shipments, the health and life of employees, and the means of transport;
2. To organize and perform at its discretion the collection, processing, transportation and delivery of the shipments, by using routes, means of transport or subcontractors that it finds optimal and expedient;
3. To additionally package or repackage shipments, the integrity of which has been breached, in order to preserve their contents, for which the Operator may charge users with an additional fee;
4. Not to accept shipments that do not meet the requirements of Art. 21 or which contain prohibited substances or materials listed in Art. 34 and the Postal Services Act;
5. To impose additional restrictions to the applicable prohibitions listed in SECTION IX for the insertion of items and substances, being obliged to notify users of this in an appropriate manner;

6. To receive the remuneration announced in the current price list (**Appendix 1**) or agreed in an individual customer contract for provision of the respective service, including for subsequently ordered additional services for a specific shipment;
7. To receive compensation from users for damage caused by their shipments to the property or employees of the Operator or to other shipments;
8. To conclude the individual contracts specified in Art. 2 of these General Terms and Conditions
9. To demand reimbursement from the User of the additional fees and expenses incurred by the Operator as a result of incomplete information about the shipment and/or as a result of a breach of these General Terms and Conditions or the Postal Services Act.
10. To apply additional fees that are not included in **Appendix 1**, resulting from specific delivery conditions and/or additionally performed activities, when they are described in the individual contracts under Art. 2;

**Art. 33.** The Operator shall be obliged:

1. To guarantee equal access for all users to the offered services;
2. To keep the correspondence confidential during and after the service;
3. To provide users with information about all the characteristics of the services, including their prices, as well as with reference statements about the terms and conditions for using the services, upon users' request;
4. To examine and to receive expert opinions on claims and proposals by users within the time periods stipulated in Art. 43, counted from the date of their submission;
5. To maintain and keep a register of the received requests, complaints and proposals, their reasons and justifications and the actions taken after their review. Data from the register shall be stored for a period of 6 months, subject to compliance with the current legal provisions for personal data protection;
6. To compensate users, pursuant to SECTION X.
7. To notify Users in the shortest possible time about restrictions in the provision of services imposed by the competent authorities under extraordinary circumstances or in connection with national security and the country's defence;
8. To determine the time periods for delivery of postal shipments according to Art. 13, par. 1.
9. To perform the service paid for by the user with the quality parameters specified in SECTION IV.
10. To place its General Terms and Conditions and price lists in prominent places in its offices and on its website [www.expressone.bg](http://www.expressone.bg) and to provide them free of charge to users upon request.

## **SECTION IX**

### **Items and substances prohibited for carriage**

**Art. 34.** The Operator, in accordance with the requirements of Art. 90 and Art. 91 of the Postal Services Act, prohibits the placing of the following items and substances in domestic and international postal shipments:

1. narcotic, drug, psychotropic and poisonous substances;
2. weapons, ammunition, pyrotechnic items, explosive, incendiary or other dangerous substances and items;

3. items that contradict moral norms;
4. items and substances that, due to their nature or packaging, pose a danger to the life and health of the Operator's employees or to other persons or which may contaminate or damage other shipments and facilities;
5. religious materials of sects and organizations banned or non-registered in the country;
6. movable cultural monuments for which no permit or certificate has been issued;
7. excise goods with unpaid excise duty and tobacco waste, the possession, transportation, carriage, offering and sale of which are prohibited by the Excise Duties and Tax Warehouses Act;
8. Containers with gases and liquids under pressure and aerosols, including empty ones;
9. Deep-frozen substances;
10. In postal items, it is not allowed to place coins, banknotes, currency notes, traveller's checks, platinum, gold, silver, processed or unprocessed precious stones and other valuable items.
11. It is not allowed to place other substances and items specified in international agreements, as well as items, the importation or distribution of which is prohibited in the country of destination, in international shipments.
12. Postal shipments that contain animals or perishable biological substances, including diagnostic samples, shall not be accepted for carriage if their packaging does not meet the requirements stipulated in the legal framework of the Republic of Bulgaria and the applicable international acts.
13. Postal shipments, the contents of which are subject to a special regime and can be held, transported or transferred only in compliance with certain requirements of the regulatory framework of the Republic of Bulgaria, shall not be accepted for carriage, unless the Sender certifies their compliance with such requirements and supplies the Operator with the necessary documents for the performance of the service.

## **SECTION X**

### **Claims and Compensation Procedures**

**Art. 35.** Users shall have the right to file claims in the case of lost, stolen, partially or completely damaged shipments, for returned shipments when there are no reasons for their non-delivery, as well as in case of non-compliance with the time period for delivering the shipment or the time period for paying Cash on Delivery.

(1) The Operator shall not be responsible for shipments with requested delivery to a mailbox.

(2) The Operator shall not be responsible for shipments confiscated by state authorities.

(3) The Operator shall not be responsible for delays and unfulfilled collection orders under Art. 6, item 5 as a result of a refusal to deliver or an unsuccessful attempt to collect from the ordered address.

(4) The Operator's liability shall be limited to its obligations under these General Terms and Conditions, being liable only for direct damage to the shipment, within the scope of its movement in the Operator's own network.

(5) The Operator shall not be responsible for lost profits.

(6) Claims concerning damaged, destroyed or plundered shipments shall be considered justified only when the User provides a protocol of findings signed by a representative of the Operator.

(7) The following subjects shall have the right to file claims:

1. For domestic shipments – the User (sender, recipient or ordering person).
2. For outgoing international shipments – the Sender.
3. For orders for collection outside the territory of the Operator – the person ordering the service.

(9) Compensations due for payment by the Operator under Art. 40 and Art. 41 of these General Terms and Conditions shall be payable only once for a specific shipment;

**Art. 36.** (1) Immediately after receipt (on site) and in the event that there are grounds to assume tampering with the shipment or with its contents, the Recipient (only and exclusively) shall have the right, in the presence of the courier, to check the contents of the shipment. When damage or shortages are found, a protocol of findings shall be prepared in two identical copies according to a template form, which shall be signed by the courier and the Recipient. The protocol shall include data on the shipment's number, the date and time of delivery, the established damage and the possible reasons for its occurrence.

(2) For shipments without a requested "Inspection upon delivery" option, a shipment under the preceding paragraph shall be considered as delivered, regardless of the findings, and the Operator shall not owe the Recipient a reimbursement of the amount collected during delivery. The Recipient can submit a claim within the time periods provided for in Art. 38, if he/she considers that the Operator is culpable for the established damage.

(3) For shipments with a requested "Inspection upon delivery" option, the Recipient shall have the right to open the shipment in the presence of the courier without disturbing the integrity of the packaging and to check its contents before receiving it. Unless otherwise agreed, inspection of the shipment shall include an inspection for visible damage and/or defects in the contents, without a functional test. When the shipment has been refused and returned to the Sender, the courier shall register the refusal for receipt and shall be obliged to close and pack the shipment at the expense of the Sender.

**Art. 37.** Users shall exercise their right under Art. 35 by submitting complaints and filing claims to the Operator.

**Art. 38.** Claims by Users shall be submitted within 6 months from the date of the shipment's receipt.

**Art. 39.** (1) The claim shall be considered as regularly submitted only when all amounts due to the Operator have been paid without delay or deduction and subject to the conditions of Art. 35 of these General Terms and Conditions.

(2) When filing a claim, the User must submit at least:

1. A waybill copy or number;
2. Other documents certifying the content and value of the shipment, in the cases under Art. 41, par.1.

**Art. 40.** For claims deemed to be justified, the amount of compensation shall be as follows:

- (1) for a destroyed, plundered or lost domestic shipment that is not insured under the terms and conditions of Art. 25 of these General Terms and Conditions, the compensation amounts shall be the triple value of the courier service price, but not exceeding BGN 18.00;

- (2) for a domestic shipment, which has not been delivered on time (for delivery periods of 1 working day, the delivery period shall be the end of the next working day), the compensation shall amount to the value of the price for performing the courier service, except in cases where according to these General Terms and Conditions the Operator is not responsible for non-compliance with the service parameters.
- (3) for a destroyed, plundered or lost outgoing international shipment that is not insured under the terms and conditions of Art. 25 of these General Terms and Conditions, the compensation shall amount to the BGN equivalent of **7.33 SDR** (Special Drawing Rights) per registered kilogram as of the day of collection of the shipment by the Operator, but not exceeding BGN 100.
- (4) for a non-observed deadline for payment of Cash on Delivery – the compensation shall be in an amount up to the value of the additional Cash on Delivery service specified in the Operator's Tariff.
- (5) for a non-performed service under Art. 6, item 5 – order for collection outside the Operator's territory, the compensation shall amount to the price paid for the performance of the service.
- (6) for claims concerning the reasons for non-delivery of a shipment or the return of shipments without specified reasons, the compensation shall amount to the value of the price paid for the courier service.

**Art. 41.** (1) Regardless of the provisions of Art. 40, the compensation for shipments insured under Art. 25, shall be in the amount of the actually incurred damage, but not exceeding the proven or initially stated insurance value. Proving the value under the preceding sentence shall be performed by the User, who must provide the respective documents (invoice, customs declaration, and others).

(2) The Operator shall have the right to refuse to pay compensation for shipments insured under Art. 25, if the declared contents when sending the shipment do not match the documents provided under par. 1.

**Art. 42.** (1) The Operator shall not be responsible for any delay or inability to fulfill its obligations, if the fulfilment has been prevented or delayed due to reasons caused by uncontrollable natural phenomena, strikes, riots, and others, which are established by the relevant competent authorities.

(2) In the cases under par. 1, the Operator shall take the necessary actions to minimize losses and to coordinate joint actions in order to overcome the described circumstances, with the costs incurred for the actions performed by the Operator to protect the interests of the User subject to reimbursement by the latter.

**Art. 43.** (1) The deadline for responding to a claim shall be 30 days from the date of submission of the claim for domestic shipments and 90 days for international shipments.

(2) The term for the payment of compensations for claims deemed to be justified shall be 30 days from the date of preparation of the response to the claim and shall be paid in the manner specified in the response.

**Art. 44.** (1) Upon the payment of compensation under Art. 41 in the amount of the full insurance value, the User agrees that the ownership of the claimed goods shall be transferred to the Operator. For that purpose, it shall not be necessary to prepare an acceptance-delivery protocol.

## SECTION XI

### Rules for resolving disputes and other essential conditions for the provision and use of postal services

**Art. 45.** Disputes arising between the Operator and the User shall be resolved by their mutual agreement through direct negotiations and by additional agreements between them. If the parties fail to reach an agreement, either party may request assistance from the Communications Regulation Commission and from other competent authorities or refer the dispute for resolution to the competent Bulgarian court.

## SECTION XII DEFINITIONS

**Art. 46.** The following definitions are established within the context of these General Terms and Conditions for the purposes of their unambiguous interpretation:

1. **“Postal shipments”** are shipments that contain documents or items with such physical qualities and technical parameters that allow for their transportation through the network of “M&BM EXPRESS” OOD.
2. **“Waybill”** is a transport document with a unique number, filled in by the User according to the Operator's model or according to its instructions, on paper or in electronic format in the Operator's electronic system.
3. **“User”** is any natural person or legal entity, who uses the Operator's services against remuneration. A user can be the sender, recipient or ordering person.
4. **“Sender”** is a natural person or legal entity who sends a postal shipment.
5. **“Recipient”** is a natural person or legal entity indicated in the address of the postal shipment, for which/whom the shipment is intended.
6. **“Office”** is an access point of “M&BM EXPRESS” OOD, in which users have access to use the services included in the scope of the non-universal postal service.
7. **“Collection of postal shipments”** is the activity of “M&BM EXPRESS” OOD for receiving the postal shipments handed over by senders to a courier or at the access points.
8. **“Transport/carriage of postal shipments”** is the activity of “M&BM EXPRESS” OOD, including the process from the collection of postal shipments until their delivery.
9. **“Postal network”** is a network consisting of stationary and mobile post offices and postal agencies, distribution centres, transport and technical means.
10. **“Populated place”** is a functional territorial unit that meets the definitions of a populated place and settlement unit pursuant to the Administrative and Territorial Structure of the Republic of Bulgaria Act.
11. **“Non-standard shipment”** is a shipment, containing one or more single packages exceeding the Operator's weight and/or volumetric limits defined in its General Terms and Conditions.
12. **“Operator’s Territory”** is the territory within which the Operator can perform collection from an address in a populated place and delivery through its own postal network.

13. **“Delivery of postal shipments”** is an activity that begins with sorting of postal shipments at the delivery centre and ends with the delivery of postal shipments to their recipients.
14. **“Damaged shipment”** is a shipment, the integrity of which has been breached.
15. **“Lost shipment”** is a shipment that was not delivered to the User.
16. **“Plundered shipment”** is a shipment, a part or all of the contents of which are missing.
17. **“Volumetric weight (kg)” = Height (cm) x Length (cm) x Width (cm) / 6000 – with rounding up to a whole kilogram;**
18. **“Volumetric circumference” = length + 2 x width + 2 x height [cm]**
19. **“Destroyed shipment”** is a shipment that is damaged in such a way that it cannot be used for its intended purpose.
20. **“Access point”** is a service of “M&BM EXPRESS” OOD, where senders hand over and “M&BM EXPRESS” OOD collects postal shipments.
21. **“Domestic shipment”** is a shipment with sender and recipient on the territory of the Republic of Bulgaria.
22. **“International incoming shipment”** is a shipment with a sender and a collection address outside the territory of the Republic of Bulgaria and a recipient and a receiving address within Bulgaria.
23. **“International outgoing shipment”** is a shipment with a sender and a collection address in Bulgaria and a recipient and a receiving address outside the territory of the Republic of Bulgaria
24. **“Force majeure”** is an unforeseen or unpreventable event of an extraordinary nature, which occurs after the conclusion of the contract and which has been certified by a normative act.

### SECTION XIII

#### **Amendments and supplementations to the General Terms and Conditions. Entry into force.**

**Art. 47.** Amendments and supplementations to these General Terms and Conditions can be made when they are necessary for justified reasons, at the initiative of “M&BM EXPRESS” OOD, at the initiative of the Communications Regulation Commission and at the proposal of users and/or their legitimate organizations.

**Art. 48.** Amendments and supplementations to the individual provisions of the contract under Art. 2 shall be made by the mutual agreement of the parties.

**Art. 49.** These General Terms and Conditions shall enter into force from the date of entry into force of the decision of the Communications Regulation Commission for their coordination.