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## CHARTER OF OBLIGATIONS TOWARDS CONSUMERS

**December 2023**

«ACS TACHYDROMIKES YPIRESIES ANONYMI EMPORIKI ETAIRIA» company

With the Distinctive Title «ACS S.A.»

Headquartered in Egaleo of Attica,

Registered in the General Commercial Registry (G.E.MI) of the Ministry of Development

With G.E.MI number 122050001000.

## Contents

COMPANY CHARACTERISTICS .....	3
Legal Form .....	3
1.1 Purpose.....	3
1.2. Scope of activities .....	4
1.3 Policy of Quality and Continuous Improvement of the offered Services.....	5
1.5 Company Financial Data .....	5
2. Organizational Structure .....	5
A. PROVIDED SERVICES AND QUALITY .....	7
A. 1 General Licensed Postal Services and Other Services .....	7
A.1.1. General .....	7
A.1.2. Domestic Services .....	7
A.1.3. International Services .....	9
A.2 Special Licensed Postal Services and Other Services .....	10
A.2.1. General .....	10
A.2.1. Simple Domestic Postal Service - Advanced Mass Post – AMP .....	10
A.2.2. Simple Mail Service - Advanced Business Post – ABP .....	10
A.3 Other Services.....	11
A.3.1. Collection Services on behalf of third parties .....	11
A.3.2. Telephony Services .....	11
A.3.3. Transport Services (of parcels and items) out of scope of postal services: .....	11
A.3.4. Electricity Supply Services .....	11
B. CONDITIONS AND PROCEDURES FOR PROVISION OF SERVICES .....	12
B.1. Infrastructure / Quality of Services / Track and Trace / Delivery Times .....	12
B.1.1. Infrastructure.....	12
B.1.2. Quality of Services.....	12
B.1.3. Track and Trace of postal items .....	12
B.1.4. Procedures - Certification .....	13
B.1.5. Delivery Times / Clarifications .....	13
C. OTHER CASES .....	16
C.1. CHARGES OF PROVIDED SERVICES .....	16
C.2. UNACCEPTABLE POSTAL ITEMS.....	16
C.3. TERMS OF MANAGEMENT OF UNDELIVERED ITEMS .....	17
C.4. COMPANY LIABILITY – COMPENSATION .....	17
C.5. OTHER CASES OF NON-LIABILITY OF THE COMPANY .....	20
C.6. CUSTOMER SERVICE .....	21
C.7. BEHAVIOUR – RESPECT – COURTESY OF PERSONNEL .....	21
C.8. ESTABLISHMENT OF INFORMATION CENTER & DISPUTE RESOLUTION COMMITTEE .....	21
C.9. FACILITATION OF PERSONS WITH DISABILITIES.....	21
C.10. MAINTENANCE OF POSTAL NETWORK .....	22
C.11. CONTINUOUS MODERNIZATION .....	22
C. 12. GDPR.....	22
C. 13. CASES WHERE COC DOES NOT APPLY .....	22
C.14. PRICELIST .....	22

## COMPANY CHARACTERISTICS

### Legal Form

The company was founded in 1992, and in 2013 it was renamed to "ACS TACHYDROMIKES YPIRESIES ANONYMI EMPORIKI ETAIREIA" with the Distinctive Title "ACS A.E.E." (in English "ACS S.A."), hereinafter also referred to as "the company" or "ACS".

At the end of 2013, the company merged (absorbed) with the company under the name "ACS - INTERNATIONAL TRANSPORT AND FACILITIES S.A."

In February 2020, it proceeded to harmonize its articles of association in accordance with the provisions of Law 4548/2018 on S.A., which concerns the change of its name, which now is as follows:

The name of the company is defined as: **«ACS TACHYDROMIKES YPIRESIES ANONYMI EMPORIKI ETAIREIA» and the distinctive title is «ACS S.A.».**

For the company's relations with foreign countries, the name and distinctive title may be given in exact translation or in Latin characters in any foreign language (ACS MEMBER S.A.).

The company is registered in the General Commercial Register (GEMI) of the Ministry of Development under GEMI number: 122050001000. The company's headquarters are in Egaleo of Attica.

Its duration is set at 99 years from the day of its registration in the Register of Société Anonyme Companies by the competent authority and expires in the year 2091.

The company holds:

- National General and Special License for Postal Services with number 99-122 of the Registry of the National Telecommunications and Posts Commission (EETT)
- ISO 9001:2008 certification with certificate number 35932 by ABS Quality Evaluations for postal services and certificate number 41109 for the transport of blood samples and other biological substances and radiopharmaceuticals.
- ISO 14001 certification with certificate number 503336 from ABS Quality Evaluations for the Environmental Management of Courier Services.
- ISO 45001 certification with certificate number 047-230016 from TUV Hellas – Nord for Health and Safety at work.
- ISO 39001 certification with certificate number 053-230004 from TUV Hellas – Nord for Safe Driving.
- ISO 31000 certification by the independent consulting firm ARISTI for risk management and compatibility with Law 4706/2020.
- ISO 14534 certification by the independent consulting company ARISTI for the Postal Services Quality Measurement System - Bulk Mail Handling.
- Circulation license and general license for the transport of radiopharmaceuticals under the number Aa/416/211.

The company's registered office is situated at Egaleo of Attica, 36-38 P.Ralli Str., PO Box 12241. The contact details of the company headquarters are:

Tel.: +30 210 8190000, & +30 211 5005000

Fax: +30 210 8190311, +30 211 5005311, +30 210 8190261

E-mail: [info@acscourier.gr](mailto:info@acscourier.gr).

The addresses and contact numbers for each store may be found on the company website [www.acscourier.net](http://www.acscourier.net) under the ACSPoint locator section.

The company has the Tax Registration Number (TIN) 094360202, with the competent Tax Authority (DOY) KEFODE ATTIKIS.

### 1.1 Purpose

According to article 2 of its articles of association, the purpose of the company is:

- a) Conduct COURIER express transfer of documents, parcels, and small parcels, within Greece and abroad by any means of land, sea and air, and provide related facilitations.
- b) Standardization and packaging of small objects.
- c) Perform all types of transport and by any means.
- d) Brokering of cars and transport companies, airline companies, naval agents and all related works, ie chartering and operation of cars and ships, procurement of supplies, customs clearance of goods
- e) Representation in Greece of foreign and Greek firms and companies related to the purposes of the company and cooperation with them in any form.
- f) Organization of commercial business, trade fairs, studies, and all kinds of advertisements.
- g) Operation of hotels, tourism and travel businesses in general.

- h) Trade - repairs of wireless and telecommunications equipment.
- i) Provide funds transfer services and perform payment transaction services as agent of Payments Institution legally operating in Greece and the European Union holding the required operating license as Payments Institution.
- j) Organization and provision of training services, seminars, etc., such as information technology, operation, sales, customer service and training activities related to any activity of the company.
- k) Provision of negotiation (brokering) services for the conclusion of credit agreements and the issuance of credit cards between the designated clients and the issuing bank or financial institution.
- l) Carry out, on behalf of third-party traders, collections by all means, for commercial transactions.
- m) Provision of all postal services.
- n) Provision of services issuing and selling entertainment tickets.
- o) Provision of logistics services (logistics).
- p) The design, installation, operation and exploitation of renewable power plants.
- q) Conduct brokerage business and intermediation services for the provision of electricity and other forms of energy.

In order to achieve the above purpose, the company may:

- a) Participate in any business of the same or similar purpose with any corporate type.
- b) Cooperate with any natural or legal person in any way.
- c) Establish branches or agencies anywhere in Greece or abroad.
- d) Represent any business or company of related purpose domestically or internationally.
- e) Participate in any way and in any form in foreign existing or under establishment companies pursuing the same or similar purposes.
- f) Guarantee in any way in favor of the legal entities with which it cooperates.

### *1.2. Scope of activities*

Since its establishment, the company has been active in the field of courier services, with the main object of handling mail, small parcels and parcels by any means in Greece and abroad. Today, the company also provides postal services within the framework of the universal postal service. The main activities of the company are the provision of postal services and in particular the provision of courier services which, according to the Activity Codes of the Ministry of Economy & Finance, fall under branch 53.20.11.01 (Couriers of documents and objects) , as well as postal services falling under the branches 53.10.11.00 (Postal services within the framework of the universal service obligation concerning newspapers and magazines), 53.10.12.00 (Postal services within the framework of the universal service obligation concerning letters), 53.10.13.00 (Postal services under the universal service obligation relating to parcels) .

Among the courier services offered by ACS to its customers are Basic Domestic Services - Express Services - Next Day, and Same Day as well as additional Express Services such as cash on delivery and purchasing services, within the same city or city to city, as well as International Services. In addition, the company offers collection services on behalf of third parties, electronic money transfer, as well as other auxiliary and secondary services.

As part of the postal services, the company undertakes the transportation of mail items including advertising mail items, postcards, bills, invoices, copies of invoices and other standard messages, as well as newspapers, books, catalogs, magazines (all of the above up to 2 kilograms in weight) and postal parcels (up to 20 kilograms in weight). The relevant services offered are: Advanced Mass Post – AMP (Bulk Mail Service Similar to Simple Mail with non-personalized content) and Advanced Business Post – ABP (Bulk Mail Service for Simple Mail with Personalized or Non-Content).

### *1.3 Policy of Quality and Continuous Improvement of the offered Services*

**"Quality"** means the provision of high-level services meeting to a great extent the needs and expectations of customers. This is achieved by respecting the customers and serving their needs in the best possible way.

This goal is intertwined with the absolute understanding of our customers' requirements and the establishment and maintenance of an environment that supports and encourages all company personnel in continuous improvement of the provided services.

To achieve this goal, the company's Management is committed to continuously ensure:

- the full, immediate, and systematic coverage of the declared needs of its customers
- the high quality of its products/services, ascertained and confirmed by continuous checks and measurements, and
- the compliance of its products/services with the applicable legislative and regulatory requirements in Greece and abroad.

### **The above are achieved through:**

- setting goals in the framework of the Top Management's Business Action Plan
- the organization and disposal of all the required resources and means to ensure the smooth, efficient and effective operation of the company.
- the creation of a technologically modern and professionally appropriate work environment
- maintaining the high professional level of executives through continuous training and evaluation,
- the continuous measurement and monitoring of critical parameters and processes in order to ensure the quality and safety of facilities, products/services and personnel,
- the correct selection and support of its external partners
- the implementation of a Quality Management System according to the International Standard ELOT EN ISO 9001:2008.

The continuous effort for the improvement of products/services, processes and the Quality Management System is the main concern of the company and the philosophy of each of its executives.

### **1.4 Characteristics of the company in summary**

- Number of employees in central services: approximately 580 people
- Total number of employees in the network's stores: approximately 3.100 people
- Number of stores throughout the country: approximately 840 stores and service points (including ACS express points, ACS Kiosk and ACS SmartPoints and ACS SmartPoints Lockers).
- Number of sorting centers: 3 in total, 1 in Athens, 1 in Thessaloniki and 1 in Patras
- Number of transit centers: 5 in total, in Isthmos of Corinth, Kyllini, Heraklion of Crete, Larissa, Lamia.
- Number of transport axes: more than 80 daily: 43 by land, 32 by sea, 15 by air
- Number of trucks: more than 700 van type trucks or larger over 1 ton
- Number of two-wheelers: more than 1,000 two-wheelers
- Number of distributors: more than 2.500 people throughout the country.

### **1.5 Company Financial Data**

The company publishes annual financial statements (Balance Sheet and Income Statement according to IAS) on its website [www.acscourier.net](http://www.acscourier.net).

## **2. Organizational Structure**

The company is managed by the Board of Directors, the Managing Director and the General Manager, employs approximately 580 people in the central services, approximately 3.100 people in its branch network and has the following main areas of internal organization.

### **2.1 Sales Department**

- Sales Department
- Key Accounts Customer Service
- Consumer Customer Service
- Customer Service
- International Sales & Customer service
- Development and Promotion of New Products

The Sales department is responsible for: central/regional sales, Key Accounts Customer Service, Development and Promotion of New Products, and the telephony department. It is also responsible for the development of international service sales, cooperation with foreign companies, and the development of the service network abroad.

### **2.2. Network Department**

- Store Network operations
- Development of Store Network
- Network Customer Service

The Network Department is responsible for: the network of stores of the company's representatives nationwide. In particular, it has the general supervision of the operation and development of the stores as well as their servicing. It cooperates with all departments of the company on all matters concerning the stores of the network.

### **2.3. Operations Department**

The Operations Department is responsible for operations and production department of the central offices and the bulk shipment department. It is responsible for the movement of the company's and its partners' fleet of vehicles (trucks, ships and planes), transport axes, sorting and transit centers throughout the territory. Finally, it is responsible for the production related to ABP Post and the business development of the company. The Operations

Department includes the following:

- Department of Transportation, Axes & Sorting Centers.
- Operations and production department of the central offices in Athens.
- ABP Post Department.
- Business Development Department.

#### **2.4. *Administrative Services Department***

- Administration
- HR
- IT Department
- Legal Department
- Procurement
- Department of Security - Quality - Risk Management and coordination for Personal Data matters.
- Marketing
- Customer Experience Management

Manages all personnel matters of the company. It has responsibility for legal matters, contracts, procurement, company head office personnel, safety, quality and security matters and any customer compensation claims, as well as all company administrative matters. Additionally, it is responsible for Marketing and Customer Experience Management. Manages the development and improvement of the company's IT applications and the IT support of the stores.

#### **2.5. *Finance Department***

- Finance Department (Accounting etc)
- Budgeting Control
- Credit Department
- Invoicing / Clearing Department
- Counter Payments and Electronic Documentation Department

Manages the company's financial matters such as accounting, treasury, company liquidity, financial obligations in relation to financial services/taxes, etc. Manages the company's budget and results reports. Manages the company's credit issues with customers and partners, counter payment issues for timely collection and reliable delivery to the company's customers. It also manages the invoicing to customers and the clearing of transactions with the company's partners and finally the electronic archiving of the company's documents.

#### **2.6. *Northern Greece Department***

- Commercial Department
- Operations Department
- Finance Department

It is an integral part of the central Services, has a Commercial Department, Operations Department & Finance Department and manages issues concerning the prefecture of Thessaloniki and the region of Northern Greece.

## **A. PROVIDED SERVICES AND QUALITY**

### **A. 1 General Licensed Postal Services and Other Services**

#### **A.1.1. General**

ACS provides Express courier services for Domestic shipments (within Greece), as well as International shipment services to the whole World (shipments to and from Abroad). For Greece, it provides coverage to the most remote village with its own organized nationwide network of stores and partners. In terms of international shipments, neighboring countries Cyprus, Albania and Bulgaria are served by ACS 'autonomous network in these countries. The rest of the world is served through partnerships with international companies such as DHL, GLS, DPD, etc.

The cost of services for shipments served through international companies, is adjusted depending on the destination, delivery point, weight and size, as described in the official price list of ACS.

The selection of the company for shipments to international destinations (except Cyprus, Albania, Bulgaria) is based on the provision of a high level of services at competitive prices.

For courier services (domestic & international), charges and usual delivery times vary depending on the geographical location of the point of collection, the point of delivery, the weight / size of the shipment, as described in the official ACS price list.

#### **A.1.2. Domestic Services**

ACS offers Domestic services within the city and between cities and other parts of Greece which include the following cases:

- **Express Services – Next Day:**
  - **A. Basic Express Services:**
    - **D2D - Door to Door Service:** Collection and delivery of every consignment usually from the Shipper's address to the Recipient's address.
    - **P2D - Point to Door Service:** The collection takes place inside the ACS store and the delivery is usually done at the Recipient's address. The service is provided at a lower price compared to the D2D Service.
    - **P2P - Point to Point Service:** The collection takes place within the ACS pick-up store and the delivery takes place within the corresponding ACS delivery store. The notification of the recipient can be undertaken by ACS, provided that the correct contact details of the recipient are available (from the sender). The service is provided at extremely low prices throughout Greece. (It is necessary to indicate the recipient's mobile number for the service to be valid). The recipient information service is valid only if requested by the sender.
  - **B. Combo Express (Services with Packaging):** It concerns the combination of the Basic Express-P2D Service with a special predetermined package.
  - **C. Kiosk Express:** It regards a specific combination of the Basic Express Service - P2D, with preset special standard packaging and receipt by third points of service which are affiliated with ACS (such as kiosks, mini markets, stationery shops etc.)
  - **D. ACS SmartPoints Service:** It regards a specific combination of the Basic Express Service - P2D with collection or delivery by the specific affiliated ACS Smart Points. The ACS Smart points affiliated with ACS receive or deliver shipments within the framework of this service. The collection by these points is possible only by a special predetermined standard packaging.
  - **E. ACS SmartPoint Locker Service:** It concerns a special combination of the Basic Express Service - P2D with delivery from the specially contracted ACS SmartPoints where an automatic Parcel Locker delivery machine has been installed.
- **Express Services – Same Day:** Collection and delivery of every consignment usually from the Shipper's address to the Recipient's address.
- **Supplementary Express Services** as specifically mentioned below:
  - i. **Morning Delivery Service or Delivery within a preferred 2-hour time frame:** It regards morning delivery (usually up to 10:00 am), or delivery within a preferred 2-hour time frame within the regular business hours of the stores and taking into consideration that the first 2-hour period is not any earlier than 10.00 am on the expected day of delivery and the last 2-hour period is at least 1 hour prior to the closing time of the store, taking into account the start time of the collections as described on the website of ACS [www.acscourier.net](http://www.acscourier.net). These services regard only the Express Services - Next Day and do not apply to shipments of parcels weighing over 5,5 kg of actual or volumetric weight. The services are valid only for destinations-addresses within the city limits of the delivery store but are not valid for the Difficult to Access or Remote areas. For cases which are not covered by the above conditions, the selection of these services lies with the customer/sender (without liability to ACS).
  - **Saturday Delivery Service:** It regards delivery on Saturday (which is not a normal business day). The service is valid only for destinations-addresses within the city limits of the delivery store, not applicable to Difficult to Access or Remote areas and is not in conjunction with the Morning delivery or Delivery within a preferred 2-hour time frame.
  - **Collection/Delivery Service on official National or Local Feasts and Holidays:** It regards Collection or Delivery of consignments on official national or local feasts and holidays and only upon agreement with ACS.
  - **Delivery Service on the next business day to Difficult to Access Areas:** It regards consignment delivery to Difficult to Access Areas until the next business day from its arrival at the destination store. It applies only to Land destinations and only to the Express Services - Next Day. This service is provided only after the sender's agreement with ACS, no earlier than the previous business day of receipt of the shipment.
  - **Return to Sender of Protocol Number Service:** The service regards the issuance of a protocol number at the delivery of the consignment and the return of the protocol number to the sender.
  - **Delivery Service to a SmartPoint or SmartPoint Locker upon Recipient's Request:** It regards delivery to a specific point of the ACS Smart Point or SmartPoint Locker network per recipient's request.
  - **Neighbor Delivery Service:** It refers to the delivery of the shipment to a neighbor or other point/person of the recipient, near the delivery address declared by the recipient, by order and only by the recipient himself.
  - **Packaging Service:** A supplementary service in conjunction with the Basic Express Service which regards the provision to the client of assembly information for empty standard outer packages (Box) or Envelopes or plastic bags (Packs). The client has full responsibility for the internal packaging of the shipped object(s) (regarding Boxes), the durability of the whole package (for Packs and Envelopes), for the final integrated assembly, and for the appropriate internal and total packaging. This service is provided on a unit basis only

in conjunction with Basic Express Services.

- **ACS Info Service (sms, e-mail, viber):** It regards the notification of the sender/originator through a message sent by sms, e-mail or viber regarding the delivery of the consignment. The sender's mobile phone number or e-mail is required.
- **Courier Waiting Service per hour (upon collection or delivery of over 10 minutes):** It concerns the additional waiting service during the process of collection or delivery of shipments, when it exceeds 10 minutes. The charge is calculated per hour.
- **Service of Minutes of Delivery Delay (KO):** It concerns the delay service during the delivery of a shipment to public services for a wait of up to 10 minutes and concerns recipients in Ministries, Embassies, Parliament, Tax Offices, Public Services, Hospitals, Universities and Polytechnics .
- **Parcel Delivery Service by Automobile (in Attica and Thessaloniki):** It regards only the Express Services - Same Day, within the same city (Attica or Thessaloniki) and the carriage of parcels that must be transported by automobile due to their characteristics or to their pick-up or delivery points. Specifically, in the same day deliveries when the transported object has dimensions larger than 35cm X 30cm X 25cm or when the actual weight of the consignment exceeds 6 kg, the use of an automobile is mandated at extra charge. The use of an automobile is mandated for same day deliveries to, from and within the C zone of the Prefecture of Thessaloniki. This service is provided only upon prior arrangement between the sender and ACS.
- **Other supplementary services** out of the scope of postal services but provided in conjunction with courier services such as Cash on Delivery, Purchase etc. are described in detail below as "Other Services".
- **Special Services** provided upon request / agreement and have special charges:
  - **Service of Returned Documents:** It regards the return of documents or items with explicit order of the sender (special treatment).
  - **Mass Post Service:** It concerns the collection, management, and delivery of large consignments of documents, business gifts of low priority time.
  - **ACS Parcel Service:** It regards a special service of parcel shipment for corporate clients with a significant number of parcels and special scale of charge categorization per 5 or 10 kilos and discounts according to the monthly number of shipments and variation in the delivery time.
  - **Service of Special Shipments with Specialized Standards:** It concerns shipments with specialized standards in accordance with the contractual obligations described in the client's agreement with ACS.
  - **ACS Medi Express Service:** It concerns a special service of transport of biological substances and execution of relevant shipments with specialized standards upon agreement with ACS.
  - **Personalized Delivery Service:** It regards a special treatment service of the consignment delivery with certification of the recipient's identity data or the recording in a secure information system of ACS of his/her ID no./ passport / driver's license or other acceptable document proving the Recipient's identity or /and PIN. This is a special service provided only upon written agreement and prior arrangement with ACS.
  - **Return of Delivery Receipt with recipient's signature Service (POD):** It regards the return of a signed proof of delivery document (POD = Proof of delivery), containing the recipient's signature upon delivery, and the return of an electronic copy of this document to the sender/originator. In case the type of delivery does not include the actual signing by the recipient, corresponding information is recorded, eg. the delivery PIN.
- **Products**
  - **Purchase of Packaging Material:** It regards the purchase of standard unassembled packages for Boxes or Envelopes or plastic bags (Packs) of various sizes. The client has full responsibility for the final assembly in total and for the appropriate internal and external packaging of the shipped object, and for the packaging of the shipments in total. This service is provided in quantities per packaging in accordance with the size and type of the packaging, without shipment services.

### A.1.3. International Services

ACS offers International services which include the following cases:

#### A. Basic International Services:

- **ACS Net Express Service:** It regards Express shipments from Greece to Other Countries of the ACS international network (Cyprus, Albania, Bulgaria) at preferential tariffs.
- **ACS Europe 5 Service:** It regards less urgent consignments to and from E.U. countries, to/from Greece at preferential tariffs and usually delivered within 5 business days. The service is provided in cooperation with GLS.
- **ACS World Express Service:** The service regards Express shipments from Greece to the Rest of the World. It is provided in cooperation with International Courier Companies.
- **ACS World Import Express Service:** It regards collection of Express shipments from the Rest of the World and delivery to Greece. It is provided in cooperation with International Courier Companies.



- **ACS-EU Economy Service:** A very inexpensive service mainly for senders- clients such as Electronics stores / E-Commerce having a contract with the company. The service regards the collection - transport (by land) and delivery of consignments (parcels), with differentiated delivery times, from Greece to all European Union (EU) countries with the exception of Cyprus which is supported by another service (ACS-EC Economy / Cyprus). The service is provided only by payment by the sender and in collaboration with the companies GLS & DPD.
  - **ACS-EC Economy Service:** A very inexpensive service mainly for senders- clients such as Electronics stores / E-Commerce having a contract with the company. The service regards the collection – transport (by land or sea) and delivery of consignments (parcels), with differentiated delivery time from Greece to Cyprus by sea transport. The service is provided only by payment by the sender within the international network of ACS.
- B. Supplementary International Services** – provided only upon agreement with the ACS International Department and regard exclusively and solely the ACS World Express and ACS Net Express services:
- **Guaranteed Delivery / Refund Service:** It regards the special treatment of shipment delivery on the expected date, otherwise refund takes place. It concerns only the ACS World Express and ACS Net Express services.
  - **Morning Delivery Service until 10am or 12pm:** It regards morning delivery (until 10am or until 12pm) on the delivery day. It concerns only the ACS World Express and ACS Net Express services.
  - **Other Special International Services:** It regards the Signature Receipt Service, Protocol Return service, Delivery Service on official National or Local Feasts and Holidays etc. They are provided depending on the destination upon agreement with the ACS International department. It concerns the ACS World Express service.

## A.2 Special Licensed Postal Services and Other Services

### A.2.1.General

ACS provides Postal Services for Domestic Shipments (within Greece), as well as upon special agreement International Services worldwide (shipments to and from Abroad). For Greece it provides coverage to the most remote village with its own organized nationwide network of stores and partners.

For abroad (worldwide), the service is provided through partnerships developed by ACS with ELTA or international companies depending on the number, quality, and cost of rendered services in each destination. For postal services the delivery times are indicative and vary depending on the geographical designation of the collection point and the point of delivery.

#### A.2.1. Simple Domestic Postal Service - Advanced Mass Post – AMP

*(Simple postal service for group shipments of homogeneous non-personalized contents).*

**ACS- AMP** is a new innovative postal service of upgraded simple post (delivery to recipient's address), whereby the customer can be informed of the collection and delivery day of his/her shipments. The service is competitive in quality of service as well as in price when compared to the postal services in the market.

- By registering on the ACS website [www.acscourier.net](http://www.acscourier.net) (and the use of passwords) the Client has the ability to be informed of the collection and delivery day of each shipment.
- It regards all items of domestic group consignments (for quantities exceeding 5.000 pieces) of homogeneous non-personalized contents (such as: magazines, catalogues, advertising items) of no commercial value.
- It regards only domestic shipments (recipients within Greece). Shipments to PO Boxes are not included.
- The charges and more detailed description and additional data are mentioned in the price list of the respective service.

#### A.2.2. Simple Mail Service - Advanced Business Post – ABP

*(Upgraded Simple Mail Service for Distribution of Bills, Mail).*

**ACS-ABP**, is a new innovative postal service of upgraded simple post (delivery to recipient's address), whereby the customer (sender) can be informed of the collection and delivery day of his/her shipments. The service is competitive in quality of service as well as in price when compared to the postal services in the market especially with the B' Priority service.

- By registering on the ACS website [www.acscourier.net](http://www.acscourier.net) (and the use of passwords) the Client has the ability to be informed of the collection and delivery day of each shipment.
- It regards the domestic group consignments of envelopes (to recipients within Greece) (for quantities exceeding 1.000 pieces per collection) of personalized contents of no commercial value (i.e., bills, invoices, bank movements / transaction documents, correspondence items, letters, insurance documents - letters, etc.). Shipments must have

specific preparation and classification standards by the customer as they are defined in the price list clarifications and in the form of the preparation and classification standards of the service presented to each new customer.

- Additionally, parcel shipments are covered as well as international shipments.
- The charges and more detailed description and additional data are mentioned in the price list of the respective service.

Shipments to PO Boxes (due to inability to access) are served through the postal network of ELTA. For Simple Mail Services, the delivery times are indicative and vary depending on the geographical designation of the point of collection and the point of delivery.

Simple Mail Services include collection from Attica and the deposit (simple deposit in a mailbox or its substitute) of the shipments throughout Greece to the addresses declared by the sender / customer and the recording of the delivery date.

Simple Mail Services are mainly addressed to companies and require in advance preparation of the shipments (pre-printing of the marking and coding of the shipment either on the envelope or in a transparent window on the envelope, or in a sticker affixed to the object, sorting and classification but also delivery of relevant electronic files with the complete details of the shipments in electronic format - file).

- Additional ACS – ABP Services as described below:
  - **Address Validation Service:** It regards the electronic control and validation of the correctness of the address of the client's shipments within the Greek territory.
  - **Shipment Collection Service:** This service regards the collection of unreceived shipments of the client from his address.
  - **Recipient's Data Entry Service:** The service applies only to standard shipments. It regards cases where due to lack, poor quality recipient barcode and where the recipient's data are out of specification preparation for visual OCR recognition, the automatic computer retrieval of recipient data is not possible, and their manual registration is required.
  - **Delivery Validation Service:** An additional delivery validation service means that during the delivery, instead of a simple deposit, a delivery attempt will be made to the delivery address upon receipt of a signature from the one received without identification. In case of absence, a relevant notice will be left for receipt of the shipment from the store. The shipment will return and will remain in the store for 10 calendar days from where it can be received upon presentation of the relevant notice and will be completed upon receipt of the recipient's signature.
  - **Return of Proof of Delivery (POD) with recipient's signature Service:** The service is provided with the Delivery Validation Service and concerns the return of (electronic) copy of the Proof of Delivery (POD) document, which contains the signature of the recipient (or corresponding method depending on the service) to the sender / originator.

## A.3 Other Services

They refer to Other Services which as case may be are provided in cooperation with or on behalf of third parties:

### A.3.1 Collection Services on behalf of third parties:

- **Cash on Delivery Service:** Upgraded delivery service of goods with collection of their value, which includes immediate return of collected values, automatic electronic deposit in the beneficiary's bank account and notification of the principal via e-mail. The collection of an amount with check, cash on delivery or with the Card on delivery service, which allows you to pay for your online purchases exactly the moment you receive them from an ACS store, using your debit or credit card (Visa, MasterCard, Maestro and UnionPay cards).
- **ACS - Card on Delivery Service:** Provided to the Domestic Express Services either for the collection of the goods or in combination with the Cash on Delivery Service for the collection of cash or cash on delivery and goods. Specifically, the recipient has the ability to pay the transferred item and / or the cash on delivery value of the transferred item using a credit / debit card (Visa, MasterCard, Maestro & Union Pay). The service is provided upon agreement between the recipient and the responsible for delivery of the ACS store.
- **Purchase Service:** It concerns the pre-collection of the amount from the originator (usually the recipient) and use of the amount for the purchase – payment of the item to be transported. (Provided in combination with courier services).
- **Electronic Bill Payment Service - ACS Bill Payments:** It regards the bill payment for third party services (DEH, EYDAP, WIND, COSMOTE, VODAFONE, vehicle fees etc) through ACS nationwide network, with the cooperation with third parties i.e., Argo and Netlink, with parallel electronic notification of the collection and payment of the collected bills.
- **Electronic Money Transfer Service – ACS Money Transfer:** It concerns a money transfer service with electronic money transfer for Greece and abroad in cooperation with MoneyGram.

### A.3.2 Telephony Services:

- **Telephony Services - ACS Telecom cards:** It regards resale of telecom cards service on behalf of the telcom providers (i.e., Vodafone, Cosmote, OTE, Wind etc.) and of prepaid electronic payment cards Paysafe, Viva & Beecash. The services are provided in cooperation with net link company.

### **A.3.3 Transport Services (of parcels and items) out of scope of postal services:**

- **Transport Services:** It regards the transport services that while as a type of service are categorized in some of the services described above that fall mainly in the field of courier services (ACS Express - Next Day, ACS Express - Same Day, etc.), because they either concern shipments with different characteristics e.g. weight greater than > 20 kg (parcels, etc.) or due to non-commitment to delivery times they do not fall within the scope of postal services or courier services.

### **A.3.4 Electricity Supply Services**

**Electricity Supply Services:** It regards the electricity supply service in cooperation with the company NRG. These are high quality power supply services at extremely competitive prices. The service will be gradually available throughout the ACS branch network, in areas covered by alternative electricity providers.

## **B.CONDITIONS AND PROCEDURES FOR PROVISION OF SERVICES**

### **B.1. Infrastructure / Quality of Services / Track and Trace / Delivery Times**

#### **B.1.1. Infrastructure**

ACS with its organized network of transport and stores as well as the most modern computer infrastructure, constantly aims at providing High level Services at competitive prices.

Specifically, ACS currently has:

- Premises of over 30.000 m<sup>2</sup> in surface
- Approximately 840 stores / service points (790 in Greece, 50 in Cyprus – Albania - Bulgaria).
- 1.700 delivery vehicles, trucks and motorbikes
- Over 3.500 specialized employees
- Daily interconnection with over 80 combined transport axes (Road, Sea, Air)
- Automatic shipment sorting, weighing and volumetric systems
- Modern IT Infrastructure
- Online store interface
- Online service pricing in stores
- Online electronic data receipt / delivery system with usage of approximately 2.000 PDA, as well as touch screen tablets throughout Greece and Cyprus.
- Fleet Management
- Individual Customer Service Department (usually refers to clients who pay in cash and do not have high volume of shipments)
- Automated Voice Customer Service System (NLU).
- Automated Electronic Cash on Delivery Management System
- Automated Online Customer Service System (chatbot)

#### **B.1.2. Quality of Services**

ACS, in the context of ensuring high quality of provided services, applies the following ways of service, display and control:

- Modern Website with Shipment Tracking (Track & Trace)
- Customer Experience Department
- Corporate Key Accounts CS & Support
- Monthly Reporting of Shipments & basic KPIs to Large Enterprises – Corporate Key Accounts
- Customer Satisfaction Questionnaire and monitoring of the NPS Score:
  - It regards dispatch of electronic questionnaire via sms/viber/email to sender or/and recipient for shipments handled by ACS.
  - The received answers are stored in secure electronic systems of the company.
  - Data analysis is carried out by specialized users in order to launch actions to improve the provided services.
- Telephone Surveys in a random sample of senders or/and recipients of shipments handled by ACS:
  - It concerns telephone communication with a structured (as case may be) questionnaire to a sender or/ and recipient.

- The received answers are stored in secure electronic systems of the company.
- Data analysis is carried out by specialized users in order to launch actions to improve the provided services.

### **B.1.3. Track and Trace of postal items**

The monitoring of the collection, handling, sorting, transport and delivery of shipments of the Courier Services is carried out in accordance with the provisions of Law 4053/2012 and the decision number 686/064/ 26.03.2013 of the Hellenic Telecommunications and Post Commission (E.E.T.T.) "Regulation of General Licenses for the Provision of Postal Services" as valid today as well as the decision no. 687/328/05.04.2013 of the Hellenic Telecommunications and Post Commission (E.E.T.T.) "Code of Ethics for the Provision of Postal Services " as valid today.

For courier services, tracking and tracing of shipments and client's notification are achieved with the use of specialized equipment and software which enable the exchange of electronic data between the stations involved in the ACS network. The Special Postal Items Track & Trace System (SPITTS) monitors and provides analytically the transport data of each shipment such as: collection, arrival at the consignment store, departure from the consignment store, arrival at sorting center, distribution to delivery store, departure from the sorting store, arrival at delivery store, distribution to courier, arrival (return) to courier – delivery or non-delivery, recipient's data. Delivery details of shipments are available on the company website [www.acscourier.net](http://www.acscourier.net) 24 hours a day for a minimum of 6 months from the date of shipment.

### **B.1.4. Procedures - Certification**

ACS is ISO 9001 certified for courier and highly secure mail and document services, holds a separate ISO 9001 certification for the transport of biologicals and radiopharmaceuticals, ISO 14001 for environmental management of courier services, ISO 45001 Health and Safety at Work, ISO 39001 Safe Driving, ISO 31000 Risk Management and ISO 14534 Postal Service Quality Measurement.

All actions in the context of implementation of the company's activities have sufficient documentation and are performed by properly trained staff so as to ensure controlled conditions and activate immediate necessary corrective measures in case of deviation from the specifications or scheduling as described in the relevant Procedures.

## **B.1. 5. Delivery Times / Clarifications**

### ***B.1.5.1 Delivery Times***

Delivery times of courier shipments are mentioned in the Official Price List of Services and vary depending on the destination and type of service. All delivery times regard business days as of the day of departure from Attica and relate to the time period until the first delivery attempt to the recipient's address.

- For departures from Attica, it is understood that the ready to deliver consignments are collected in Attica:
  - no later than 18:00 for Courier Services regarding Domestic Envelopes,
  - no later than 16:00 for Courier Services regarding Domestic Parcels & ACS Kiosk Express Service
  - no later than 13:00 for International Services.
- For consignments involving collections from the Rest of Greece, the stated delivery times increase according to the time period involved for carriage from a specific point of collection to the point of arrival in Attica, which usually corresponds to the delivery time of a carriage from Attica to the said point. Consignments collected after the above hours and/or their transport mean has already departed from the store (depending on the point of collection and based on the deadline for collections) and/or their weight (volumetric or actual) exceeds 2 kg, may depart the next business day.
- Delivery times of Express Service – Same Day vary depending on the collection point and usually prior agreement is required.
- The Delivery Times of all services may be modified in cases where there is no exact address or contact information of the recipient (such as mobile phone and/or email).
- For the ACS-EU Economy service, delivery time varies from 5 to 15 business days from the departure of the means of transport to the shipment destination, depending on the point of shipment and the destination point. For the sea transport service (ACS EC-Economy) delivery time ranges from 5 to 7 business days from the departure of the vessel to Cyprus.
- International deliveries and delivery times entail primarily deliveries that are made in the main cities and at the recipient's address. In case of international deliveries outside the cities or in remote locations/destinations and in case that the exact address is not available, the time and method of consignment delivery can be modified according to the delivery criteria of the cooperating courier companies in each country or of their representatives. These deliveries, as case may be, can be made to the nearest service point of the cooperating

courier company or representative of ACS or can be delivered at their discretion in accordance with the procedures followed in the specific region (in collaboration with other cooperating courier companies or universal service providers). Especially for Cyprus, consignment deliveries to Cyprus to remote and / or difficult to access areas outside the cities (DAs) (DA1, DA2, DA3) will have additional delivery time of 1-5 business days. The Postal Codes of these areas are listed on the ACS Cyprus website. If the customer prefers faster delivery, he/she can request supplementary service of immediate delivery to the DA areas of Cyprus (same day or next day delivery of arrival in Cyprus, depending on arrival time) upon prior agreement and at an additional charge.

- Delivery times for ACS SmartPoints services are the ones provided in the Express Service – Next Day, with no commitment of the company in case of exceeding the delivery times due to peculiarities of the service (24-hour service) or dimensions / weight or non-available PO Box or technical issue.
- For consignments collected from senders at the said points after the scheduled departure time of the ACS means of transport, delivery date is considered the next business day.
- At ACS SMARTPOINTS, collections, and deliveries of shipments, depending on the business hours of the said points, can take place beyond the usual business hours such as Sundays, holidays, 24X7. Especially for the ACS SMARTPOINT LOCKERS, services are provided 24X7.
- Especially for consignments related to tenders, the delivery times and their validity terms are described in the official price list of the company plus one business day and prevail over any other special agreement with the sender. Delivery times of courier and postal services are mentioned in the Official Price List of Services and regard business days as of the day of departure from Attica and relate to the time period until the first delivery attempt to the recipient's address while they vary depending on the destination and the type of service. For consignments involving collections from the Rest of Greece, the stated delivery times increase according to the time period involved for carriage from a specific point of collection to the point of arrival in Attica, which usually corresponds to the delivery time of a carriage from Attica to the said point.

#### ***B.1. 5.2 Clarifications for Courier & Transport Services***

- Delivery of courier shipments is usually made to the recipient's address but can also be done to an ACS network store or to a third-party store of the ACS points / network or to an ACS Smartpoint Locker or to another neighbor or not address upon request for redirection. The change of the delivery point can take place upon request of the sender or the recipient.
- The delivery of courier shipments is proved by the signature of the recipient and the delivery details of the shipment (Recipient's name, signature, time and day of delivery) or receipt of the unique PIN number the company sends to the recipient. The signature of the recipient can be on the receipt – delivery voucher, or electronically on the device for receiving the data of receipt and delivery of shipments (PDA), or on another computer system (computer, multi-purpose touch screen, etc.) using the security code (PIN) sent by ACS to the recipient's details provided by the sender (mobile or email address - e-mail) during the creation of the shipment and are considered signature of the delivery receipt. The company may request the verification of the sender or the recipient when the latter submits a request to modify part of the shipping details or change the delivery time or delivery point or the return of the shipment or the registration of another order that can be made by him either in person and communication with the company or by phone or electronically.
- The proof of delivery with the signature of the recipient or the use of PIN is accompanied by the corresponding delivery details (time, date and name of the recipient in full).
- ACS reserves the right to request proof of identity upon consignment delivery at the delivery stores and the customer has the obligation to conform accordingly. Generally, authentication of the recipient's identification is not carried out for courier services, only the recipient's surname/name is recorded (by his/her declaration), unless otherwise agreed in writing or there is special treatment related to a supplementary service or they fall under the aforementioned case (delivery to an ACS store). Finally, this certification may be done with the Pin that has been sent to the recipient of the shipment.
- A Network City is every city in Greece where ACS has a service point (store), as indicated on the company's website [www.acscourier.net](http://www.acscourier.net).
- The charge for the services also depends on the combination of weight and size (dimensions) of the shipments (similar to the volumetric system of the International Air Transport Association IATA). If the volumetric weight of the consignment is greater than the actual weight (cases of light parcels with large volume), then the charge is based on the volumetric weight and is calculated by multiplying the three dimensions of the parcel in cm and dividing by 5.000. Volumetric weight (in Kg) = [(length)] x (width)x height in cm / 5.000]. Especially for the ACS EC Economy and ACS EU Economy services, the volumetric weight is calculated by multiplying the three dimensions of the package in centimeters (cm) and dividing by 3.000.
- The charges for Courier services vary according to the Service and delivery point. The Destinations for the Express Service – Next Day are as follows:
  - **Within the same City:** Regards cases entailing collection and delivery within the same city.
  - **Within the same Region:** Regards cases entailing collection and delivery within the same region. A



- Region is the group of prefectures and cities of Greece as indicated, as case may be, in the ACS tariff schedule.
- **Land Destinations:** Regards consignment delivery to Land Destinations. Land Destinations are considered all cities in Greece, except for the Greek islands.
  - **Island Destinations:** Regards cases entailing delivery to island destinations. Island destinations are all Greek islands except for Evia.
  - **Difficult to access areas:** Regards cases entailing delivery to difficult to access areas. Difficult to Access Areas are the areas beyond the limits of the ACS Network Cities and are described on the website [www.acscourier.net](http://www.acscourier.net). A surcharge applies for consignments to and from Difficult to Access areas due to the distance traveled and the level of difficulty to access.
- Business Days are the days from Monday to Friday, excluding national and local holidays/feasts.
  - To ensure the quality of the service and the safe and correct delivery, the following actions may be taken:
    - Reception of the geographical location of the delivery address from the electronic device (PDA) of the distributor. The information is stored in secure electronic systems of the company with encryption of the shipment and is accessible by authorized users.
    - Record comments to locate the place and / or delivery time. This is a descriptive determination of the address and delivery point, preference of delivery point and / or delivery time, description of the building e.g., in cases of incomplete road numbering etc. The information is stored in secure electronic systems of the company with encryption of the shipment and is accessible by authorized users.
    - Use of recipient's telephone number that the company has received from the sender or shipper of the consignments to ensure the purpose of its operation and in accordance with the specifications of its services, in order to receive additional information regarding the desired (from the recipient) delivery point or / and delivery time. Contact details are not disclosed to third parties, they are securely stored according to company procedures.
    - Delivery to an alternative point and / or address upon recipient's request.
  - The regular hours of operation of ACS's network (stores) are from 08:00 to 20:00 Monday to Friday and from 08:00 to 15:00 on Saturday, except during local and national feasts and holidays. Opening hours may vary from point to point. For the stores of third parties - cooperating networks with ACS, the opening hours of these stores apply. Any technical problem outside of ACS operating hours at partner network points may modify the delivery time of shipments to be delivered from those points. More specific information about the opening hours of each store is given on the ACS website [www.acscourier.net](http://www.acscourier.net), the google website of the store and / or the local store.
  - The charge of the Express-Same Day service for the areas of Attica and Thessaloniki depends on the geographical zones in which the points of collection and delivery are located. A detailed description of the zones is given on a case-by-case basis to the current official price list of ACS services.
  - The usual hours of operation of the Express - Same Day service are from 08:00 to 20:00 Monday to Friday. Ordering times are reported on a case-by-case basis in the current ACS service price list.
  - Express Courier Services can be charged in cash or on credit (and are billed daily, weekly or monthly), and are borne by the sender or recipient or principal (for customers on credit).
  - For more than 10 consignments per month, discounts are given, according to the number of consignments, on the official pricelist of the Express service.
  - Courier and Transport Services as well as their respective charges are governed by the ACS General Terms of Carriage available on the website [www.acscourier.net](http://www.acscourier.net). Postal Services and their charges are governed by the Postal Services Pricelist and the ACS General Terms of Carriage available on the website [www.acscourier.net](http://www.acscourier.net).

### ***B.1.5.3 Clarifications for the Postal Services***

- Consignments are delivered to the recipient's address by simple deposit.
- For the ABP service, the client can request / choose (upon agreement) for a part of his shipments to receive an additional delivery certification service at an additional charge in accordance with the provisions of the description of this additional service. Delivery certification is done by receiving the signature of the recipient and can be physical or electronic. For the delivery of these shipments a delivery attempt is made and then the shipment remains in the store for collection by the recipient according to what is defined in the service.
- All the mentioned delivery times for the postal shipments are indicative and refer to Average Delivery Time in business days from the date of departure from Attica and vary according to the conditions. Departure from Attica means that "ready to deliver" consignments are collected in Attica until 13:00 for the Postal Services. For consignments involving collections from the Rest of Greece, the stated delivery times increase according to the time period involved for carriage from a specific point of collection to the point of arrival in Attica, a time period which usually corresponds to the delivery time of a carriage from Attica to the said point of collection. ACS bears no responsibility for delay in the deliveries for any reason.

- Collection day for each shipment is considered to be the day on which ACS certifies the receipt in accordance with the preparation & classification standards. Certification is carried out during the initial provision - processing of the data (shipment files), sorting of the shipments from the automatic sorting systems so that it is possible to automatically manage - process and forward them for distribution. There may be a delay for non-standard shipments and shipments that do not meet the preparation requirements.
- Receipt of shipments is considered the next business day from physical receipt by the Client. As long as the physical receipt is updated by 12:00 on the day of the physical receipt and the customer has forwarded, the electronic file related to the receipt, correct and in accordance with the preparation and classification, no later than 24-48 hours before the physical receipt of his shipments from ACS. Otherwise, the physical receipt is considered to have taken place on the next working day of ensuring the completeness of the above data.
- Business Days are the days from Monday to Friday, excluding national and local holidays/feasts.
- To ensure the quality of the service and the safe and correct delivery, the following actions may be taken:
  - Reception of the geographical location of the delivery address from the electronic device (PDA) of the distributor also available for the next correct delivery to the same recipient. The information is stored in secure electronic systems of the company with encryption of the shipment and is accessible by authorized users.
  - Record delivery point comments. This is a descriptive determination of the address and delivery point, preference of delivery point, description of the building e.g., in cases of incomplete road numbering etc. The information is stored in secure electronic systems of the company with encryption of the shipment and is accessible by authorized users.
  - Use of recipient's telephone number in order to receive additional information regarding the desired (from the recipient) delivery point. Contact details are not disclosed to third parties, they are securely stored according to company procedures.
  - Display of the characteristic points of the delivery address (mailbox, building entrance etc.) from the electronic device (PDA) of the distributor also available for the next correct delivery to the same recipient. The information is stored in secure electronic systems of the company with encryption of the shipment and is accessible by authorized users.
  - Delivery to an alternative point. These are usually public spaces that serve the public such as cafes, mini markets, etc. mainly in the case of villages and remote uncharted areas. Delivery to alternate points of the sites is made only upon recipient's request.
- Customers with a stable cooperation and contract are provided with credit up to 25 days from the issuance of the invoice. The charge is always borne by sender. ACS may request a down payment for the provision of the ACS service from new customers (customers without permanent cooperation with ACS).
- For the provision of the service, it is necessary to sign a relevant contract and accept the present terms and the ACS General Terms of Carriage. By signing the contract, a customer code is created which has the customer's invoicing details and includes the delivery address of the consignments as well as the return address of any returned shipments.
- If the volumetric weight is greater than the actual weight, then the charge is based on the volumetric weight. Volumetric weight (in gr) =  $[(\text{Length}(\text{cm})) \times (\text{Width}(\text{cm})) \times (\text{Height}(\text{cm})) / 5.000]$ . In case a consignment exceeds the weight limit of the official price list, as consignment weight for the charge is considered the next weight level, i.e., it is rounded upwards. Any Packaging / Preparation / classification of shipments as well as customer notification about the delivery of the shipments may be charged additionally upon agreement with the customer.
- A detailed description of the services and the specifications and terms of the postal services are included as well in the official postal service price lists. Generally, the postal services are governed by the General Terms of Carriage available on the website [www.acscourier.net](http://www.acscourier.net).

## C. OTHER CASES

### C.1 CHARGE OF PROVIDED SERVICES

A detailed price list concerning both the Postal Services under Special License (Postal Services) and the Postal Services under General License (Courier Services (Domestic and International)) is attached to the COC and is an integral part thereof. The price list has limited validity, and each new price list cancels the previous one. The above-mentioned price list of the services is published on the ACS website [www.acscourier.net](http://www.acscourier.net) and states the period of its entry into force.

### C.2 UNACCEPTABLE POSTAL ITEMS

C.2.1. ACS does not accept postal items which are prohibited for carriage according to the applicable laws and regulations. Specifically, ACS will not accept to transport the following:

- MONEY & SECURITIES
- DANGEROUS GOODS & EXPLOSIVES

- ANIMALS
- FOOD
- ANTIQUES (FRAGILE ITEMS)
- BARS OF GOLD
- FIREARMS AND PARTS THEREOF
- AMMUNITION
- CORPS - ASH
- JEWELRY, PRECIOUS STONES & METALS
- DRUGS / NARCOTICS
- ALL ILLEGAL PROPERTY PROHIBITED BY LAW / REGULATION

C.2.2. ACS also reserves the right not to accept for carriage items which are considered dangerous, such as:

- EXPLOSIVES                      CAP TOY GUNS
- GASES                              BUTANE CANISTERS FOR LIGHTERS, OXYGEN CONTAINERS
- FLAMMABLE LIQUIDS      VARNISHES, CORRECTIVE LIQUID, HAIR SPRAY
- FLAMMABLE SOLIDS      MATCHES
- OXIDIZERS                      HAIR DYES, PERM HAIR SOLUTIONS
- POISONS                          PESTICIDES, BIOLOGICAL SAMPLES
- RADIOACTIVE                  PACERS, FIRE DETECTORS
- CORROSIVES                  LITHIUM BATTERIES AND LIQUID SUBSTANCES
- PERFUMES                      COLOGNES, SPREY, DEODORANTS

but which ACS may accept for carriage under specific terms and conditions.

As far as the prohibition of money & securities is concerned, Cash on Delivery, purchase, and electronic money transfer services in cooperation with Chronocash – Moneygram, as well as the collection of accounts, which do not include the physical money transfer are exempted.

### **C.3. TERMS OF MANAGEMENT OF UNDELIVERED ITEMS**

- C.3.1. Undelivered items are characterized those that:
- a) could not be delivered to the recipient for any reason,
  - b) have been legally withheld by ACS S.M.S.A and
  - c) could not be delivered to the recipient and at the same time it's impossible to notify the sender.
- C.3.2. The company keeps the undelivered items, not possible to return to the sender, for a period of 6 months after which a special destruction report is prepared. Cases that require special treatment, such as items that are decayed, are destroyed immediately upon preparation of a special destruction report.
- C.3.3. The company makes every possible effort to deliver the undelivered items of the above cases within the predetermined delivery time. In case this is not possible, the competent bodies of the company are informed for the management of these consignments.
- C.3.4. The items that have been officially withheld or have been declared by the sender as having a value of more than € 100 are excluded from the above procedure and are returned to Hellenic Telecommunications and Post Commission (E.E.T.T.)
- C.3.5. ACS reserves the right to withhold or not deliver any item it carries in order to secure the cost of the carriage (fares, bill of lading, duties, taxes, etc.) until it is paid.
- C.3.6. Items whose value is offset by the above expense, come into the possession of the company.

### **C.4 COMPANY LIABILITY – COMPENSATION**

For postal services, the following apply:

#### **C.4.1. Definitions**

- a) Total Loss is considered the inability to locate the item after 5 working days from the date of collection.
- b) Partial Loss is considered the loss of part of the original consignment either due to damage to the outer packaging justifying the partial loss of content or due to non-delivery of one or more envelopes / parcels from the total of envelopes / parcels that constituted the original consignment before or until delivery time.
- c) Total Damage is considered the complete destruction of an object due to its improper transportation.
- d) Partial Damage is considered the destruction of part of the consignment due to improper transport.
- e) Force Majeure: Unexpected events beyond human possibilities (accidents, adverse weather conditions, delays in transportation, strikes, transportation or telecommunications problems, etc.).
- f) Actual value means:
  - For documents - the cost of their preparation, replacement, reproduction, or redrafting,
  - For items - the cost of repair, replacement, or purchase, as evidenced by the submitted documents (in the condition they were at collection), taking into account each time the lesser value referred to in paragraph C.4.6. below, which in no case can be greater than the limits of amounts set in Decision EETT



688/52 / 16.04.2013 (Government Gazette 1412 / B / 2013) for cases of proven theft, total loss, or total damage.

- C.4.2. Improper provision of services gives rise to the right for a flat rate compensation. Any consumer may file a written complaint against any loss or damage caused to his shipment or its theft or delay in delivery beyond the agreed time limit within 6 months from the date of receipt and claim compensation in accordance with the described limits depending on the service and the type of defect. ACS is exempted in any case from any liability for any reason related to improper fulfillment of postal services if no relevant request has been submitted by the user within six (6) months from the drafting of the postal contract.
- C.4.3. In the event that it is proven, through the competent bodies of the company, that ACS is responsible for the damage, loss, theft or delay in delivery, then the store that serves the customer or the customer service department or the ACS compensation department will inform the customer about the decision and will ask the beneficiary client to provide the necessary supporting documents for his compensation. Then and under the condition that the customer has no financial obligations towards the company, the payment of compensation is made within 5 working days from the date of approval and receipt of these supporting documents, verified by proof of receipt - delivery.
- C.4.4. All items that are reimbursed fall into the possession of the company.
- C.4.5. Cases where flat rate compensation is imposed for improper provision of postal services by ACS to the customer for courier services (or for postal services respectively) are determined by Decision EETT 688/52/16.04.2013 (Government Gazette 1412 / B / 2013)
- C.4.6 ACS's liability for improper provision of courier services to individual customers (senders or recipients or principals who, other than the individual contract, have not entered into a special contract for the handling of a large number of postal items and / or for the provision of postal services for long periods and pay their services in cash according to the basic tariffs of the official ACS price list without discounts) is determined, as follows:
- i. For proven loss or total theft or total damage of the contents of an envelope, which occurred with the responsibility of ACS, whereby a unique specific consignment number was assigned, a minimum compensation of €50 and a maximum compensation of €70 is paid along with a refund of the tariff paid for the said consignment.
  - ii. For proven loss or total theft or total damage of the contents of a package which occurred with the responsibility of ACS, a minimum compensation of €100 and a maximum compensation of €400 is paid along with a refund of the tariff paid for the said consignment.
  - iii. For the ACS – EU Economy and ACS – EC Economy services, every consignment is automatically insured for loss or destruction up to the amount of €200 and €100 respectively.
  - iv. For proven loss or total theft or total damage of the contents of an envelope or package of declared value, which occurred with the responsibility of ACS, the compensation is equal to the declared value, along with a refund of the tariff paid for the said consignment.
  - v. For proven partial loss or partial theft or partial damage of the contents of an envelope or package, which occurred with the responsibility of ACS, whereby a unique specific consignment number was assigned, the compensation is equal to the actual value of the loss or of the theft or of the damage, provided it does not exceed the amount of compensation for loss or total theft or total damage. Also, the tariff paid for the said consignment is refunded.
  - vi. For proven partial loss or partial theft or partial damage of the contents of the envelop or package of declared value/insured with the responsibility of ACS, the compensation is equal to the actual value of the loss or the theft or the damage, but up to the amount of the insured value. Also, the tariff paid for the said consignment is refunded.
  - vii. If a parcel or a courier item is returned and the reason for the non-delivery is unknown due to ACS's responsibility, or if not delivered due to ACS's responsibility and returned, the sender shall be entitled to request a refund of the postal expenses.
  - viii. For proven delivery delay of courier items beyond the delivery times specified for each service, the compensation is equal to €6 for every day of delay and in case the delay exceeds five times the agreed time of delivery then the tariff is refunded as well, provided that the total amount of compensation shall not exceed 100 €.
  - ix. The compensation for moral damage is included in the above amounts, while the consequent loss of profit is not compensated.
  - x. For a multiple consignment, whereby many postal items are sent to one recipient, which falls under the above cases, each postal item receives a different treatment and is compensated separately.
  - xi. The compensation of the above cases is paid to the sender if he/she is the owner or to the recipient, if the sender withdraws from his/her rights in favour of the recipient as long he/she is the owner of the consignment, or to a third party as long as he/she is the originator and owner of the received item.

C.4.7. ACS Liability for Improper Provision for Postal Services is set out below:

- i. Loss or theft or late delivery of ordinary postal items of postal services does not give rise to any right to compensation.
- ii. For consignments where there is an additional delivery certification service, only in case of loss, the limits and amounts of compensation of the courier services will apply (per paragraph C.4.6. Above).

C.4.8. Regarding users of services with whom ACS has concluded or is concluding - by way of individual contracts - contracts/agreements for the carriage of numerous postal items and/or for the provision of postal services over long periods of time, and to whom discounts are given on the basic charges of ACS's official tariff schedule and/or special lower prices than the basic charges of the said services, and/or credit for the provision of services through the use of password, the specific terms and agreements referred to in such contracts are in effect. The limits and amounts of compensation referred to in article C.4.6, cases i and ii above (including article C.4.7, case ii which falls under i) do not apply in cases where these special agreements are drawn, in which cases the special terms which have been agreed upon are in effect; the individual compensation paid in any case for total loss, theft, damage of an uninsured envelope or package cannot exceed the actual value\* of the envelope and with a maximum amount of €70 per consignment or the actual value of the package(s) and with the maximum amount of €220 per consignment. In such cases these limits are understood as maximum limits of declared value / insured.

\* *Actual value means:*

- *for documents – the cost of their preparation, replacement, reproduction, or redrafting*
- *for items – their repair cost, cost of replacement or purchase, as proven by the submitted relevant documentation, (in the condition they were at collection).*

C.4.9. The above limitation of the compensation with the granting of a flat-rate compensation covers any claim of the user arising from the provision of postal services either from a contract or from a tort and does not apply if the breach of the contractual obligation or the tort is due to fraud of the provider of postal services or persons acting on its behalf. ACS is liable only up to the limits that are specified above and in no case is liable for any kind of loss or damage (including but not limited to all kinds of direct or consequential damage, loss of profit), even if the risk of such loss or damage was brought to ACS's attention before or after acceptance of the consignment. Any claims filed by the sender, or third parties are limited to only one liability claim per consignment and up to the limit which is strictly specified above. The settlement of the said claim will be full and final for all loss or damage in connection therewith. The sender unconditionally accepts the liability limits that are specified above and declares that he waives any additional claims against ACS for any direct or consequential damage or loss of profit arising from any cause whatsoever. Every international carriage is governed by the terms and restrictions of the current international conventions CMR, Warsaw, COTIF-CIM

C.4.10. ACS has no knowledge of the consignment's contents. In the event that the Assignee/Sender, that is the person who is knowledgeable of the contents, does not undertake to insure the contents through ACS by paying the respective premium, then he/she unconditionally acknowledges and accepts that the value of the contents is in every case lower than the limits set out in the above paragraphs, and in the event of loss or damage to the consignment he/she is solely responsible for all contents exceeding the above limits.

C.4.11. For Postal Services and in case the sender wishes, insurance coverage at extra charge will be provided by the insurance company with which ACS cooperates as follows:

Value of shipped articles	Domestic Insurance Premium	International Insurance Premium
Up to 600€	3,60€	10€
Up to 1.000€	6,00€	
Up to 1.500€	9,00€	1% of the insured value
Up to 3.000€	18,00€	
Over 3.000€	Upon communication with ACS	

In the event of loss, theft or destruction of shipped items of value exceeding the amounts specified per case of articles C.4.6 & C.4.7 & C.4.8, the liability claim for the amount in excess is valid only if the value of the shipped item has been declared and if the item has been insured to the declared value, and upon condition that any additional cost for insuring the consignment (insurance premium) has been paid on time to ACS.

C.4.12 For Postal Services there is a possibility of insurance with Premium 1% on the insured value only upon agreement.

C.4.13 It is strictly agreed that should the Assignee or the Sender or a third party insures the items carried by ACS with another insurance company of his/her choice (over and above the insurance coverage that ACS provides as per articles C.4.6, C.4.7 & C.4.8), ACS's total liability to that insurance company as well as to any other third party will not exceed the liability limits set out in articles above. It is understood that ACS will pay compensation only if ACS is proven responsible for the destruction, loss, or theft of the item. In the event

that the shipped items have been insured with another insurance company or according to an insurance policy of the Assignee's or the Sender's or a third party's choice, he/she declares and warrants that a clause has been included in the insurance policy which waives all rights of subrogation of the insurance company against the transporter, and that he/she is liable to ACS for any damages that ACS may suffer from the omission of the said clause in the said insurance policy.

- C.4.14 ACS will make every reasonable effort and will assume all necessary actions to achieve fast delivery as per its operations plan and the delivery times which are published on the Company's website at [www.acscourier.net](http://www.acscourier.net) as well as in the current tariff schedule of ACS, but, in the event that ACS is proven to be responsible for delivery delays, ACS will not be liable for any damage or loss caused by consignment delivery delays beyond the limits specified in the EETT Decision 688/52/16.04.2013 (Gov. Gazette 1412/B/2013) and more specifically according to what stated above in article C.4.6, case vii.
- C.4.15 ACS's liability is strictly limited to the amounts set out per case in articles C.4.6, C.4.7, C.4.8 & C.4.13 above and in no case is ACS liable for any kind of loss or damage (including but not limited to all kinds of direct or consequential damage, loss of profit), even if the risk of such loss or damage was brought to ACS's attention before or after acceptance of the consignment by ACS. The sender unconditionally accepts the liability limits that are specified above and declares that he/she waives any additional claims against ACS for any direct or consequential damage or loss of profit arising from any cause whatsoever. Any different understanding by the customer of the delivery times is invalid or any written addition, remark or note made on the Collection-Delivery Voucher or on the consignment is also invalid and is the customer's own responsibility. ACS has no liability whatsoever for delays in the collection, carriage, or delivery of consignments or for any loss, direct or consequential damage or loss of profit, physical damage, mis-delivery or non-delivery due to Force Majeure Events or unforeseen circumstances, which include, but are not limited to:
- a) Unforeseen events which are beyond reasonable control (accident, adverse weather conditions, disruptions/delays in modes of transport, etc).
  - b) Any act of omission or erroneous directions by the sender or the recipient or any other third party having an interest in the specific consignment
  - c) Special damage, decay or destruction which may occur due to the type of contents of the consignment.

## **C.5. OTHER CASES OF NON-LIABILITY OF THE COMPANY**

- C.5.1. ACS will make every reasonable effort and will assume all necessary actions to achieve fast delivery as per its operations plan.
- C.5.2. The liability of the company for the documents or items of to be transferred through Courier Services, ceases upon delivery of the document or item to its recipient, proven by the signature of the recipient. The signature of the recipient can be on the receipt – delivery voucher, or electronically on the device for receiving the data of receipt and delivery of shipments (PDA), or on another computer system (computer, multi-purpose touch screen, etc.). In addition, instead of signature, delivery can take place by using the security code (PIN) sent by ACS to the recipient's details provided by the sender (mobile or email address - e-mail) during the creation of the shipment and is considered signature of the delivery receipt. Upon consignment delivery and signature, the corresponding delivery details are registered (time, date and name of the recipient in full).
- C.5.3 Company liability for the documents or items transferred through Postal Services ceases upon deposit / delivery of the documents or items at the recipient's address according to the distributor's statement.
- C.5.4. Under no circumstance shall ACS be liable for any total or partial damage, loss, loss of profit, destruction, poor delivery, or non-delivery due to unforeseen causes, in particular:
- i. Any act of omission or erroneous directions by the sender or the recipient or any other third party having an interest in the specific consignment or erroneous item description or / and incomplete or incorrect recipient's details.
  - ii. Special damage, decay or destruction which may occur due to the vulnerable nature of the contents of the consignment or package such as food with expiration date or medicines.
  - iii. Improper packaging from the sender. Improper packaging, among other things, is considered the packaging which, when transporting items with or under other items in bags, trolleys, and trucks or during transshipments, does not have the ability to maintain its external dimensions, thus preserving its contents. The responsibility for the packaging belongs to the Sender.
  - iv. Force Majeure
  - v. Due to:
    - a. Emergency cases, which are unforeseen or unavoidable. In such cases, postage fee is refunded.
    - b. Proven criminal acts on the premises or in the means of transport, which result in the loss, damage, or destruction of postal items. In such cases, the postage fee is refunded.
    - c. Shipments, the content of which falls under a ban on movement or possession for the sender and / or the recipient, as well as shipments, the content of which is seized or destroyed by the competent Authorities,

- d. The recipient has not been interested in receiving the postal item for a period of more than 6 months,
  - e. The recipient receives the item and within three (3) working days has not expressed any reservation.
- C.5.5 ACS has no liability to compensate the sender / user for damages relating to any consignment and due to any cause if they have not settled on time all financial obligations they may have towards ACS as per the relevant agreement between them, including any insurance premiums.
- C.5.6 ACS has no liability to compensate the customer / user if the customer / user does not provide on time the necessary supporting documents which prove the value of the shipments to be compensated.
- C.5.7 ACS bears no responsibility to compensate the customer / user in case the delivery to the recipient or its return to the sender is not possible, due to refusal of receipt or inability to locate them.
- C.5.8 ACS handles cash on delivery consignments. In the event of choosing to provide the service in a way other than cash (such as securities: check, promissory note, etc.) ACS is not responsible for the date, validity, or other details of the security (check, promissory note, etc.). Especially the date concerns exclusively the agreement of the sender with the recipient.
- C.5.9 ACS, upon recipient's request, may modify the place of delivery (redirection) or the time (day / hour) of delivery of the consignment. In this case, depending on the point of delivery or the time of delivery, there might be an additional charge.

## **C.6. CUSTOMER SERVICE**

- C.6.1 ACS headquarters and offices are open on weekdays from 09:00 until 17:00.
- C.6.2 The local branches of the ACS network operate mainly on weekdays from 08:00 to 20:00 and on Saturdays from 08:00 to 15:00. The exact opening hours for each store are mentioned on the ACS website [www.acscourier.net](http://www.acscourier.net)
- C.6.3 At the ACS Headquarters and at the telephone numbers 211-500-5000 and 210-8190-000, there is a Telephone Customer Service Department with continuous operation (24 x 365) 24 hours a day and 365 days a year, in combination with a specially designed automated voice portal, as well as specialized executives in customer service.
- C.6.4 The company's digital assistant (chatbot) operates on the company's website as well as on the Mobile App, for digital customer service 24x365.
- C.6.4 In addition, customers can not only get information about ACS services, the operation or the course and fate of their shipments, also through the internet on the ACS website [www.acscourier.net](http://www.acscourier.net) in Greek and English, but also redirect their shipment and resolve any pending delivery using the unique PIN number they receive from the company.

## **C.7. BEHAVIOUR – RESPECT – COURTESY OF PERSONNEL**

- C.7.1 The personnel of ACS and its branch network is obliged to treat customers with respect during their contact with them. Complaints of customers for inappropriate or rude behavior, inadequate service can be made either verbally to the head of the customer service department at 210 8190000 and 211 5005000 or by written report by letter or email: [info@acscourier.gr](mailto:info@acscourier.gr) or through the ACS website [www.acscourier.net](http://www.acscourier.net)

## **C.8. ESTABLISHMENT OF INFORMATION OFFICE & DISPUTE RESOLUTION COMMITTEE**

- C.8.1 The customer service department is responsible for informing customers of any questions or the progress of a shipment or a refund or even the operation of the company or its stores or a problem or complaint concerning its service and registration of customer complaints at 210 8190000 and 211 5005000 or via e-mail at [info@acscourier.gr](mailto:info@acscourier.gr)
- C.8.2 In any case, the company responds to a customer request immediately and within 21 days at the latest.
- C.8.3. For the proper service of the customers and the settlement of any disputes and if the customer cannot solve his problem definitively in the local branches of ACS with a friendly settlement, ACS sets up, upon relevant request, a Dispute Resolution Committee which consists of the respective heads of the following Directorates: Safety and Quality, Customer Service and Legal Service and by a consumer representative with the right to represent, if desired, the interested user. ACS informs the user of the place and time of the meetings as well as of his right to submit a written memorandum in case he is prevented from attending. For more information on the operation of the Dispute Resolution Committee, users can contact the Customer Service department at 211-500-5000 and 210-8190-000.
- C.8.4. Dispute is defined as the proven non-compliance by the ACS with this C.O.C
- C.8.5. Responsible authorities for the receipt of every customer request are the local ACS stores and the Customer Service department based in Egaleo of Attica at 210 8190000 and 211 500 5000 phone numbers.
- C.8.6 The company makes every reasonable effort to respond to the customer's request within 21 days from receiving the request, by proof of receipt - delivery.

## **C.9. FACILITATION OF PERSONS WITH DISABILITIES**

For persons with disabilities, every effort has been made for better access to the company's premises with provision for the movement of mobility- impaired persons at the company's headquarters in Egaleo where there are access ramps and elevators.

## **C.10. MAINTENANCE OF POSTAL NETWORK**

C.10.1. ACS maintains its means and facilities in good condition, repairing and replacing any damage or malfunction which affects good customer service.

C.10.2. In the event of damage, malfunction or exogenous adverse interventions that require the closure of a store that offers postal services, ACS repairs the damage immediately, acting in accordance with the applicable laws, regulations, and Safety provisions.

## **C.11. CONTINUOUS MODERNIZATION**

As part of the ongoing modernization of its operation, ACS has planned and implements a comprehensive training program for all its staff, regardless of hierarchy and position in which it operates. The training program, which has been designed and implemented, provides training to all staff of both the central office and stores of the network in matters of specialty such as Branch Manager, Cashier, Dealer, Registrar, Salesman, Courier and Debt Management Head, Transportation of dangerous goods DG, Customer Service, Sales and other matters. To provide most of the topics of this training, a special interactive online training platform has already been completed and launched. The training program also provides training for all staff for the use of computer programs and issues related to Occupational Safety and Health, First Aid, and fire safety.

ACS has also planned and is implementing the following investments:

- Continuous upgrade of the computer system for the online management and monitoring of shipments by upgrading the central Servers and communication lines with stores nationwide using ADSL technology and with higher security standards in communications.
- Continuous upgrade of PDA operating applications for all distributors, upgrade of shipment management software with online-real-time connection of local stores with headquarters and distributors for the immediate receipt of collection and delivery details of shipments and timely notification of customers about tracking and carrying out their consignments.
- Upgrade of modern CRM (Customer Relationship Management) software for customer management and recording of suggestions and complaints.
- Design and implementation of a new website with multiple features for both ordinary and registered users. Creation of a special website to inform the company's customers via their mobile phone.
- Design and implementation of new Web Business Tools applications for automated electronic interface with customers.
- Upgrade of the Voice Portal solution for better telephone customer service in standard information.
- Development of AciStant digital assistant on the company's website for online customer service.
- Development of a special mobile application of the company (mobile app) with a multitude of possibilities both for updating the course of the customer's shipment, as well as redirecting their shipment and also for serving them through the digital assistant.
- Upgrade of software and sorting management systems at sorting centers.
- Design and implementation of a new automated parcel sorting system.
- IT equipment. Of the above investments, the largest part concerns upgrade of computer solutions required for proper management, operation and monitoring of the provided services and the associated volume of shipments. It mainly concerns the continuous upgrade of the central management units (servers, etc.), the telecommunication applications and networks, but also the relevant terminals (PC and PDA) as well as the respective programs and applications (software).
- Means of transportation.
  - Two-wheelers: It regards the supply of two-wheelers and other means of transport. At the same time, the company has the ability to use the existing two-wheelers and its employees or the employees of the branches of its network, as the case may be, for courier and postal services.
  - Vehicles: Company trucks, supply, and configuration of new special vehicles for the certified transport of biological substances, radiopharmaceuticals, etc. Also, supply and configuration of trucks for the needs of ACS and the renewal of the vehicle fleet.
  - Buildings and technical works. They regard modifications and additions to the infrastructure of the buildings for the better and faster access and supply of postal items to the sorting centers, which will be required in the existing central facilities of the company for the better management of the increased volume of shipments.

## **C. 12 GDPR**

ACS S.M.S.A, considers that the protection of customers' personal data is of paramount importance. Therefore, it takes appropriate measures to protect the personal data it processes and ensure that the processing of personal data is always carried out in accordance with the obligations laid down by the current legal framework and in particular of EU Regulation 2016/679, both by the company itself, as well as by third parties who process personal data on its behalf. The company implements appropriate technical and organizational measures aimed at securing the processing of personal data and preventing accidental loss or destruction and unauthorized and / or illegal access to them, their use, modification, or disclosure. In any case, the way the internet works and the fact that it is free to anyone, does not guarantee that unauthorized third parties will never be able to violate the applicable technical and organizational measures gaining access and possibly using personal data for unauthorized and / or illegal purposes.

For more information you can read the "Privacy Policy" at the link <https://www.acscourier.net/en/privacy-acs-gdpr>

## **C. 13. CASES WHERE COC DOES NOT APPLY**

COC does not apply in the following cases:

- C.13.01 Force majeure and especially in emergencies whose consequences adversely affect the operation of ACS (strikes, adverse weather conditions, transport, or telecommunications problems, etc.).
- C.13.02 Criminal activities on the premises or in the means of transport, resulting in the loss of specially managed items.
- C.13.03 Inability of an ACS employee to access the recipient's address with responsibility of the customer or any third party.
- C.13.04 Non-fulfillment of customers' contractual obligations (in cases of contracts between ACS and customers), including customers' financial obligations to ACS.
- C.13.05 Actions that are contrary to the Laws of the State.
- C.13.06 Non-fulfillment of the ACS obligation due to the fault or desire of the user (customer).
- C.13.07 Proven unsubstantial request.
- C.13.08 Non-fulfillment of any obligation of the user (customer) stated in the COC.
- C.13.09 Non-fulfillment of ACS obligation due to actions or omissions of other bodies with which ACS cooperates.
- C.13.10 Proven responsibility of the user (customer) or third party.
- C.13.11 Proven inadequacy of ACS.

In the above cases ACS does not bear any responsibility towards the sender / recipient / customer.

## **C.14. PRICELIST**

The company is obliged to publish the current Official Pricelist of its Services.

The Official Pricelist consists of two sections:

- A. Pricelist of Services under Special License-Pricelist of Postal Services
- B. Pricelist of Services under General License -Pricelist of Courier Services.

The above price lists are published and available on the company's website [www.acscourier.net](http://www.acscourier.net).