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No. GEMI 122050001000

December 2024

## **GENERAL TERMS OF CARRIAGE ACS S.A.**

For the transportation of parcels and documents through the shipping and processing system of ACS SA, the sender agrees to the terms and clauses mentioned herein. No representative, agent or employee of ACS SA nor the sender has the right to modify or remove the mentioned terms and clauses.

**Article 1.** Each Receipt - Delivery of ACS SA is a non-negotiable form and the sender acknowledges that: completed by him or by ACS SA on his order and on his behalf. The sender declares and accepts that he is the owner or holder or representative of the owner or holder of the goods under transport which are described in each receipt - delivery of ACS SA. He also declares that he hereby unreservedly accepts the terms of carriage of ACS S.A. <Shipment> means any document or parcel transported by a bill of lading (proof of receipt) by any means chosen by ACS S.A. including air, sea, road, or any other carrier. The sender is obliged by EETT regulation to present for registration a police identity card or other official identification document, or if it is a company, a copy of an entry in the General Commercial Registry (GEMI).

**Article 2.** The sender warrants that:

- a) Each item listed on each receipt - delivery of ACS SA is described correctly and in accordance with the law.
- b) In the shipment under processing, the required points, details and full address of the sender and the consignee have been correctly marked.
- c) The consignment being processed has been packed in such a way as to ensure its safe transport.
- d) the content of the consignment does not fall within prohibited items or items dangerous to public health and safety.
- e) Will pay all any additional costs incurred during the processing, return or storage of the items.

**Article 3.** ACS S.A. is entitled but not obliged to check the content of the shipment it undertakes to carry out as well as not to receive items for handling if the sender refuses to be inspected by its representative. ACS S.A. is also entitled, either upon receipt or at any time after receipt, not to proceed with the processing of a shipment if there are indications of prohibited content or insufficient recipient information as well as if no customs declaration has been submitted when required by the applicable customs regulations and/or the shipment is not accompanied by the legal tax documents provided for by law.

**Article 4.** ACS SA is entitled to withhold or not deliver any item transported in order to secure the cost arising from the carriage (freight-bill of lading, any additional costs incurred during processing such as duties and taxes required in accordance with applicable laws and regulations, customs broker's fees, expenses incurred during the return or storage of items, etc.) until paid.

**Article 5.** ACS S.A. handles shipments charged to the recipient only within Greece and for the countries mentioned on the [www.acscourier.gr](http://www.acscourier.gr)'s website. In case of refusal to pay the fee by the recipient for any reason, the payment of ACS SA is undertaken by the sender.

**Article 6.** ACS S.A. handles shipments of purchases, cash on delivery and transfers with a non-written (telephone-electronic, etc.) order. In these cases, the Customer has the rights and obligations of the person listed in the receipt - delivery of ACS, as "sender". In case of choice of cash on delivery service other than cash (securities such as cheque, promissory note, etc.), ACS bears no responsibility for the date, the validity or other elements of the security (cheque, promissory note, etc.), while for the date the responsibility concerns exclusively the agreement between the sender and the recipient.

**Article 7.**

a) The liability of ACS S.A. for improper provision of courier services for individual users (senders or recipients or principals who do not have a specific contract and pay for their services in cash according to the basic prices of the official price list of ACS SA without discounts) is determined as follows:

- i. For proven loss or total theft or total destruction of the contents of an envelope, under the responsibility of ACS, which bears a uniquely defined shipping number, compensation up to 70€ and refund of the postage for the specific shipment are paid.
- ii. For proven loss or total theft or total destruction of the contents of a parcel under the responsibility of ACS, compensation up to 400 and refund of the postage paid for the specific shipment are paid.

For ACS-EU Economy and ACS-EC Economy services each shipment is automatically insured for loss or

destruction up to the amount of 200€ and 100€ respectively.

- iii. For proven loss or total theft or total destruction of the contents of an envelope or parcel with declared value under the responsibility of ACS, compensation equal to the amount of the value is paid and the postage paid for the specific shipment is refunded.
- iv. For proven partial loss or partial theft or partial destruction of the contents of an envelope with a uniquely defined shipment number and parcel under the responsibility of ACS, compensation equal to the actual value of the loss or theft or destruction is paid, provided that it does not exceed the amount of compensation for loss or total theft or total destruction and the postage paid for the specific shipment is refunded.
- v. For proven partial loss or partial theft or partial destruction of the contents of an envelope or parcel with declared value / insured under the responsibility of ACS, compensation equal to the actual value of the loss or theft or destruction, and up to the amount of insured value, is paid and the postage paid for the specific shipment is refunded.
- vi. If a parcel or a courier postal item is returned and the reason for its non-delivery is unknown under the responsibility of ACS, or is not delivered under the responsibility of ACS and is returned, the sender is entitled to request reimbursement of postal costs.
- vii. For proven delay in the delivery of courier items, beyond the specified delivery times per service, compensation equal to € 6 is paid for each day of delay and in case the delay exceeds five times the agreed delivery time, an additional refund of the postage paid for the specific shipment, provided that the total amount of compensation does not exceed € 100.
- viii. Compensation for non-pecuniary damage is included in the above-mentioned amounts, while the resulting loss of profit is not compensated.
- ix. In a multiple shipment, where several postal items are sent to one recipient and which falls under the above cases, each postal item is treated differently and is compensated separately
- x. The compensation in the above cases shall be paid to the sender if he is the owner, or if he waives his rights in favour of the addressee if he is the owner of the consignment, to the recipient of the postal item, or to a third party if he is the principal and owner of the receipt.

The limitation of damages by means of flat-rate damages shall apply to any claim of the user arising from the provision of postal services, whether in contract or in tort, and shall not apply if the breach of contract or tort is attributable to deception on the part of the postal service provider or persons acting on its behalf.

b) The liability of ACS S.A. for improper provision of courier services for the users of the services with whom contracts / agreements have been concluded or concluded - as an individual contract - for the distribution of a number of postal items and / or for the provision of postal services for long periods of time and who are provided with discounts on the basic prices of the official price list of ACS SA and / or special lower prices compared to the basic prices of these services, and / or credit for the provision of services using a code, the specific terms and agreements referred to in these contracts apply, as in these cases these limits are understood as maximum limits of declared value / insured. In cases where these more specific agreements are concluded, the limits and amounts of compensation referred to in paragraph 7a above do not apply, but the more specifically agreed terms apply, according to which in any case the compensation paid for total loss, theft, destruction of an uninsured envelope or parcel may not exceed the actual value\* of the envelope and up to a maximum of € 70 per shipment or the actual value of the parcel(s) and up to a maximum of amount of 220 € per shipment.

(\*) Real value means:

- for documents, the cost of preparing, replacing, reproducing or redrafting them.
- for the items, the cost of repair, replacement or purchase, as evidenced by the documents submitted (in the condition they were in at the time of receipt), taking the above each time of lesser value. THE ABOVE ALSO APPLIES TO SHIPMENTS WITH DECLARED VALUE WHEN THEY ARE NOT INSURED. ACS S.A. shall be liable only up to the amounts specified above and shall in no case be liable for any kind of loss or damage (including but not limited to any kind of positive or consequential damages, lost profits), even if the risk of such loss or damage was brought to the attention of ACS SA before or after acceptance of the shipment. Any claims of the shipper or third parties are limited to a single claim for damages per shipment and up to the amount expressly set forth above, the settlement of which constitutes a complete and final settlement for any loss or damage in connection with the shipment. The sender unreservedly accepts the above specified compensation amounts and declares that he waives any additional claim against ACS SA for any positive or consequential loss or loss of profit from whatever cause. Any international carriage is governed by the terms and limitations of the international conventions CMR, Warsaw, COTIF-CIM as in force.

ACS cannot know the content of the shipments. The Principal / Sender, who is aware of the content, acknowledges and accepts unreservedly that the value of the content in case he does not proceed to his insurance through ACS SA by paying the corresponding price is in any case lower than the limits indicated in article 7 (a & b), and bears full responsibility for any possible exceedances of the limits in article 7 (a & b), in any case of loss or damage to the shipment.

**Article 8.** In case the sender wishes, the processing of his shipments is covered by insurance coverage through the insurance company that ACS SA cooperates with, with a premium charge as follows:

Value of transported items	Domestic Premium	Foreign 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€	After contacting ACS	

In case of loss, theft or destruction of transported items, the value of which exceeds the amounts defined in each case above under 7 a & b, a claim for compensation for this additional amount arises only if the transported item is of declared value and insured for this value and provided that the additional insurance cost (premium) of the shipment has been paid to ACS on time. It is expressly agreed that in the event that o The Principal or the Sender or a third party insures the items transported with ACS to another insurance company of his choice (i.e. in addition to the insurance coverage provided by ACS in accordance with the provisions of Article 7 (a & b)) the liability of ACS in total towards the respective insurance company as well as any other third party shall not exceed the amounts expressly mentioned in Article 7 (a & b) above. It is stated that a prerequisite for the payment by ACS of any amount of compensation is the destruction, loss or theft of the item with proven liability of ACS. In case of insurance of the transported items to an insurance company or with an insurance policy chosen by the Principal or the Sender or a third party, he declares and guarantees to ACS S.A. that the insurance has included the waiver of the insurance company's recourse right against the carrier, and is liable to ACS SA for any damage it may suffer from the non-indication of the above term in the insurance coverage.

**Article 9.** ACS S.A. makes every effort and takes every action to achieve rapid delivery in accordance with its operating schedule and the delivery times listed on [www.acscourier.gr](http://www.acscourier.gr) website and in the applicable price lists and offers of ACS SA, but is not responsible for any damage or loss caused by any delay in delivery of shipments beyond the limits set out in No. 1101/3 decision of EETT (Government Gazette 1670/14-03-24) in case of proven, through its fault, delay in service.

However, under no circumstances may any compensation for delay in delivery exceed the amounts paid by ACS SA for cases of loss in accordance with the specific provisions of the above article

7. The liability of ACS SA is expressly limited up to the amounts specified, as the case may be, in the above article 7 a and b and under no circumstances shall it be liable for any kind of loss or damage (including but not limited to any kind of positive or consequential damages, lost profits), even if the risk of such loss or damage was brought to the attention of ACS SA before or after acceptance of the shipment. The sender unreservedly accepts the above specified amounts of compensation and declares that he waives any additional claim against ACS SA for any positive or consequential damage or loss of profit from any cause may arise. Any difference in relation to delivery times, understanding of the customer or completion, remark or marking on the delivery receipt or on the shipment does not apply and is done at his own risk. However, under no circumstances shall it be liable for delay in receipt, transport or delivery of any shipment or for any loss, incidental or consequential damage or loss of profit, damage, poor delivery or non-delivery due to force majeure or unforeseen causes, such as:

- a) Due to unforeseen events beyond human objective capabilities (accident, adverse weather conditions, delay of means of transport, strikes, etc.).
- (b) Due to an act of omission or incorrect instructions of the consignor or the consignee or a third person having an interest in the shipment in question.
- (c) Due to the content of the consignment which may result in special damage, alteration or destruction.

ACS S.A. bears no responsibility for compensating the sender/recipient/principal/customer/user for any shipment and for any reason if they have not paid any financial obligation they may have to ACS on time under the agreement between them, including insurance premiums. ACS is entitled to offset any debts of the beneficiary of compensation against compensation amounts.

**Article 10.** Any claim must be lodged by the creditor and served by any appropriate means (sms, email, in writing) to the headquarters of ACS SA or its nearest branch within 24 hours from delivery of the shipment.

**Article 11.** ACS S.A. does not undertake the processing and transport of postal items when this is contrary to the law or concerns items that are prohibited or restricted by the International Air Transport Association (IATA), the International Civil Aviation Organization (ICAO) and any other competent public service or organization, or are included in the prohibited items for carriage as mentioned on the website of ACS SA. [www.acscourier.gr](http://www.acscourier.gr). In any case, it does not undertake the processing of money transfers through postal services, except through special cash on delivery services, receipts for third parties or electronic transfer

**Article 12.** The dispute resolution process for the proper service of customers (users) and the resolution of any disputes is done either through *Amicable Settlement*: written communication of the sender/user with ACS SA to achieve the resolution of the dispute or with the *establishment of the Dispute Resolution Committee*: ACS SA, upon request, establishes a Dispute Resolution Committee. For information, users can contact the Service Department Customers of ACS S.A. at tel. 210 8190000 & 211 5005000. The terms of management of undelivered postal items are described in the HRT and on the company's website.

**Article 13** The shipping fees of ACS S.A. are calculated according to the higher than the actual or volumetric weight and each shipment can be weighed and measured again by ACS SA in order to confirm its calculation. For all services, ACS SA may perform or assign to third parties any of the following activities on behalf of the sender in the context of providing its services to the sender: (a) to outsource or supplement any documentation, amend product or service codes and pay any duties and taxes required under applicable laws and regulations; (b) act as agent of the consignor in relation to customs and export control purposes and as consignee solely for the purpose of entrusting (by itself or through a third party) to a customs broker the execution of customs clearance and customs registration; (c) direct the consignment to the consignee's customs agent in the importing country (by special arrangement.)

**Article 14.** In case the receipt or delivery of the shipment is made using the device (PDA) to receive the data (data) of receipt and delivery of shipments or alternatively to a third computer system (computer, multipurpose touch screen, etc.) using a special security code (PIN), the electronic signature (sender or receiver) on the PDA or the use of the security code (PIN) serves as a signature of the present.

**Article 15.** In case of any dispute between ACS SA and the user, the Courts of Athens are exclusively competent.