

November 2023

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

The sender agrees to the terms and conditions set out in the present document respecting the carriage of parcels and documents via the ACS shipping and delivery system. No one has the authority to modify or to annul in any way the present terms and conditions, neither a representative of ACS, such as an agent or an employee, nor the sender.

**Article 1.** Every Collection-Delivery Voucher of ACS is a non-negotiable document, and the sender acknowledges that it was completed either by him/her or by ACS acting on his/her behalf and upon his/her request. The sender declares and accepts that he/she is the owner or the holder or the representative of the owner or of the holder, of the shipped goods as described in the respective Collection-Delivery Voucher of ACS. In addition, the sender presently declares that he/she accepts unconditionally ACS's terms of carriage. <Consignment> means any document or parcel which is transported under a bill of lading (collection voucher) by any mode of transport that ACS chooses, including air, sea, road (land), or by a mode of transport of another carrier.

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

- a) Every article which is mentioned in each Collection-Delivery Voucher of ACS is described precisely and according to the applicable law.
- b) The sender's and recipient's required information, data and full address, have been entered correctly regarding the carried consignment.
- c) The consignment has been packaged appropriately in order to secure its safe carriage.
- d) He/she will pay any additional charges that may occur during the carriage of the articles, their return, or their storage.

**Article 3.** ACS has the right but not the obligation to inspect the contents of the consignment which it undertakes to carry as well as to refuse to carry articles for which the sender refuses inspection by an ACS representative. In addition, ACS has the right not to proceed with the carriage of a consignment, either during collection or during any moment in time following its collection, if there are indications of prohibited contents or if the recipient's data is insufficient as well as if a customs statement has not been submitted although required by the applicable customs regulations and/or the consignment is not accompanied by the statutory tax documents provided by law.

**Article 4.** ACS has the right to hold or not to deliver, until full settlement, any article it may carry in order to recover the expenses it may incur from the carriage (freight – waybills, any additional costs incurred during carriage such as duties or taxes required under applicable laws and regulations, customs broker fees, expenses incurred during the return or storing of the items etc).

**Article 5.** ACS undertakes the carriage of consignments with payment by the recipient only within Greece and for the countries that are listed on ACS's web site at [www.acscourier.net](http://www.acscourier.net). In the case of refusal of payment by the recipient, for whatever reason, the sender assumes the responsibility of settling the bill with ACS.

**Article 6.** ACS also undertakes consignments such as purchases, cash on delivery (COD) and carriage, with a non-written order (by phone or electronically). In these cases, the assignee has the same rights and obligations as the entity referred to as «sender» in the Collection-Delivery Voucher of ACS. If the COD service is opted for in another way than in cash (bills such as a cheque, promissory note, etc.), ACS has no responsibility for the date, the validity, or other information of the bill (cheque, promissory note, etc.), while the responsibility for the date relates exclusively to the agreement between the sender and the recipient.

**Article 7.** a) The responsibility of ACS for failing to provide courier services for individual users (senders or recipients or principals, who do not have a specific contract and settle their services in cash and free of discounts, in accordance with the basic charges of ACS's official tariff schedule) 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, the minimum compensation is €50 and the maximum compensation is €70, 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, the minimum compensation is €100 and the maximum compensation is € 400, 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 damage 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 envelope 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, where many postal items are sent to one recipient, which fall under the above cases, each postal item receives a different treatment and is compensated for 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 his/her rights in favor 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.

The compensation limitation, as per the above, respecting a standard compensation includes all possible demands by the user arising from the provision of postal services, whether by contract or tort, and does not apply if the breach of a contractual obligation or the tort are due to deceit by the postal services provider or by persons acting on its behalf.

b) Regarding the liability of ACS for failing to provide courier services to 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 SMSA's official tariff schedule and/or special lower prices relatively to the basic charges of the said services, and/or credit for the provision of services through the use of the password (code), the specific terms and agreements referred to in such contracts are in effect, as in these cases these limits are understood as the maximum limits of the declared value /of the insured item. The limits and amounts of compensation referred to in paragraph 7a above 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; under which 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.

(\* ) Actual value means:

- for documents - the cost of their preparation, replacement, reproduction or redrafting,
- for items - their repair cost, cost of replacement or purchase (in the condition they were at collection), as proven by the submitted relevant documentation, taking always into consideration the lesser of the above stated limits. ALL OF THE ABOVE HOLD AS WELL FOR CONSIGNMENTS OF DECLARED VALUE WHEN THEY ARE NOT INSURED. 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 by ACS. 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.

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 article 7 (a & b), and in the event of loss or damage to the consignment he/she is solely responsible for all contents exceeding the limits stated in article 7 (a & b).

**Article 8.** In case the sender opts to insure the consignment carriage, insurance coverage will be provided by the insurance company with which ACS cooperates, according to the following insurance premiums:

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€	
Above 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 article 7(a & b) above, 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 in advance to ACS. It is strictly agreed that should the Assignee or the Sender or a third party also insure the items carried by ACS with another insurance company of his/her choice (over and above the insurance coverage that ACS provides as per article 7 (a & b)), 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 article 7 (a & b) 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.

**Article 9.** 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 and special offers 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 (Gov. Gazette 1412/10-06-13).

However, in no case will ACS's liability for a delivery delay exceed the limits that ACS pays for cases regarding the loss of consignments according to the details set out in article 7 above. ACS's liability is strictly limited to the amounts set out per case in article 7 (a & b) 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) Any unforeseen events which are beyond reasonable control (accident, severe weather conditions, disruptions/delays in modes of transport, strikes 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.
- d) Failure to enter the full contact details of the recipient.

ACS has no liability to compensate the sender / recipient / assignee / client / 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 relative agreement between them, including any insurance premiums. ACS is entitled to set off the compensation amounts by any debts due by the person entitled for compensation.

**Article 10.** All claims must be made by the payee and submitted in writing at ACS's central office or at the closest ACS store within a period of six (6) months from the date the consignment was collected by ACS.

**Article 11.** ACS does not undertake the carriage of postal items if the carriage conflicts with the law or it involves articles that are prohibited or restricted by the International Air Transport Association (IATA), the International Civil Aviation Organization (ICAO) or any other competent public authority or organization or are included in the list of prohibited articles for carriage as specified on ACS's web site at [www.acscourier.net](http://www.acscourier.net). In all cases ACS does not undertake the carriage of money via postal services, except by special COD services, money collections on behalf of third parties or wire transfers.

**Article 12.** For the provision of appropriate service to the customers (users), the dispute resolution procedure is carried out either through *Friendly Settlement*, which involves written communication between the sender/user and ACS for the achievement of a resolution to the dispute, or by forming a *Resolution Dispute Committee*, which involves, upon request, the setting up by ACS of a Dispute Resolution Committee. For more information, the users may contact the Customer Service Department of ACS at 211 5005 000 & 210 8190000 or send an email to [info@acscourier.gr](mailto:info@acscourier.gr). The terms of handling the undeliverable postal items are mentioned in the Charter of Obligations towards Consumers (COC) and on the Company's web site [www.acscourier.net](http://www.acscourier.net) .

**Article 13** ACS's carriage tariffs are determined according to the actual weight or the volumetric weight of the consignment, whichever is the higher, and every consignment may be re-weighed or re-measured by ACS in order to verify its weight. For all services, ACS within the framework of providing its services to the sender, may perform or may assign to a third party each of the following activities on behalf of the sender: a) assign to a third party or complete any document, amend product or service codes, pay any duties and taxes required under applicable laws and regulations, b) act as the sender's forwarding agent for customs and export control purposes and as receiver solely for the purpose of designating (by ACS or through a third party) a customs broker to perform customs clearance and entry, c) redirect the consignment to the recipient's import broker at the country of entry (following a special agreement).

**Article 14.** In the case that the consignment collection or the delivery is made through the use of a Personal Digital Assistant (PDA) device for entering the consignment collection and delivery data (particulars), or alternatively through another information system (computer, multi-function touch screen etc.) with the use of a special security code (PIN), the electronic signature (of the sender or of the recipient) entered in the PDA or the use of the security code (PIN) is deemed to be equivalent to the signing the present document.

**Article 15.** Any dispute arising between ACS and the user shall be subject to the exclusive jurisdiction of the courts of Athens.