

# General Terms and conditions of the contract with the users of the Universal Postal Service and Postal Money Orders provided by Tip–Top Courier JSC

## Section I

### **General provisions**

1. The General conditions of the contract between Tip–Top Courier JSC (Postal Operator) and its clients regulates the Terms and Conditions for providing all the services within the scope of the Universal Postal Services and postal money orders provided by the Postal Operator.
2. These Terms and Conditions are obligatory for both the Postal Operator and for the client, and they are an integral part of the individual contract, signed by both of the parties (if such exist).
  - 2.1. The General conditions apply to all domestic, incoming international, and outgoing international mail services provided by the Postal Operator within the scope of the Universal Postal Service(UPS).
  - 2.2 These Terms apply to all domestic Postal Money Orders carried out by the Postal Operator. For international Postal Money Orders, the current treaties, laws, government regulations, orders, requirements, and provisions of the Universal Postal Union ratified and promulgated in the established order must be followed
  - 2.3. The Postal Operator is a provider of international money transfers based on contracts with subcontractors or foreign providers.
3. The services provided within the scope of the Universal Postal Service can be carried out countrywide.
4. Through accepting (sending) the postal item in a mailbox, in a post office, or by signing the form (if such exists), the agreement with the user is considered to be settled. Paying for the service is a requirement for signing the contract. The agreement can be also signed in a written form.
5. The Postal Operator may assign the delivery of a postal item within the scope of the Universal Postal Service to a subcontractor after signing a relevant agreement.
6. Postal Operator provides the services within the scope of the Universal Postal Service, using not only its own network of post offices, but also the network of other Universal Postal Service operators, based on agreements for shared access, assuming objective judgment and equality of rights.

## SECTION II

### **Scope and characteristics of the services provided**

7. The Universal postal service includes:

7.1 acceptance, transportation, and delivery of the postal item and the delivery of postal items with or non-priority as follows:

7.1.1. letter post items (including direct postal advertisements and postcards) up to 2 kg;

7.1.2. small package – up to 2 kg;

7.1.3. printed items – up to 5 kg;

7.1.4. cecogrammes – up to 7 kg;

7.1.5. postal packages – up to 20 kg;

7.2. supplementary services – “registered mail” and “declared value”

8. Letter post items, small packages, and printed items may have delivery priority. The postal items can be registered, non-registered, with or without Declared Value, or with or without Cash on Delivery depending on the user’s choice. The Postal Operator determines the price for the services’ Declared value or Cash on Delivery in the section Pricelist for the services within the scope of the Universal Postal Service, provided by TIP–TOP Courier JSC, after they have been submitted to the Communications Regulation Commission.

9. A Postal Money Order (postal money orders and cheques) is a service for sending money to a recipient through the network of the Postal Operator licensed according to Art 39 para 3 of the Postal Service Act (PSA). The fee for the domestic or international Money order service is predefined by the Postal Operator after being submitted to the Communications Regulation Commission, and can be found in the price list. Domestic money transfers can be Normal(up to 12 hours after ordering on the current working day or the next) or Accelerated(up to 6 hours on the current working day or the next) depending on the period for the delivery

The delivery terms for the international money transfers shall be defined by the provisions of the Universal Postal Union regulations ratified and promulgated under the established procedure.

9.1. The price for a Postal Money Order is paid by the sender.

9.2. Postal Operator may further negotiate the prices, the conditions, and the methods of payment with its frequent customers, following the principles of publicity and equality. The prices and the conditions are determined by Tip–Top Courier JSC, after they have been submitted to the Communications Regulation Commission.

10. The Postal Operator shall specify the form and the content and provide the forms to be used on accepting, registration, transporting, and delivering a postal item.

## SECTION III

### **Access conditions to the postal services within the scope of Universal Postal Service and the Postal money transfer, provided by the Postal Operator.**

11. The Postal Operator is responsible for the entire process of delivering the postal items within the scope of the Universal Postal Service and for the postal money transfers with its linked together head office, regional offices, and authorized people operating in the borders of Bulgaria with the respective time table, quality, and at an affordable price.

12. The Postal Operator accepts in its offices all domestic postal items in the designated working hours.

13. In case it is explicitly mentioned in the agreement the Postal Operator shall accept postal items in the exchange and sorting centres,

14. For the Postal Money Orders the Postal Operator uses post offices of its own or the offices of a third party according to existing agreements.

15. All the services within the scope of the Universal postal service and postal money transfer are provided with the required quality of service set by the Bulgarian regulations and at an affordable prices set by the Postal Operator with the knowledge of The Communications Regulation Commission

16. The working time of the post offices and the authorized people, processing centres, and the exchange and sorting centres, is at least five days a week. The working days and the time table is specified by the Postal Operator and is placed at a prominent location in each one of the offices. It can also be found on the web page of the Postal Operator.

## SECTION IV

### **Terms of delivery for the postal items, packets and money orders**

17. All the services provided by Tip-Top Courier JSC as a Postal Operator have the following terms of delivery:

17.1. Letters, parcels, and money transfer orders shall be delivered to the person given as addressee

1. The delivery term for the postal items and packets and payment of money orders shall be within 20 days after the date of receipt of the item in a destination post office or to an authorized person and 10 days after the date of receipt of the item in the office of admission or to an authorized person.

2. The time frame for sending an official notice to the addressee is three days after the item has been received and the first notice. The number of official notices must not be less than two

17.2. Depending on the type of postal item, the delivery shall be carried out as follows:

1. A registered or non-registered postal item non-priority must be delivered in 5 days after it has been submitted to a post office of „Tip–Top Courier JSC.

- 1.1. If their size allows, they shall be delivered to the mail box of the addressee
- 1.2. If the size does not allow mail-box delivery, an official notice for the item shall be left in the mailbox, inviting the addressee to appear at the post office to collect the item.

Should the addressee fail to appear within the next three working, days a second official notice shall be sent. No extra charge is required for this service.

2. Registered and non-registered priority postal items must be delivered no less than 4 working days after the postal item has been submitted in the post office of „Tip–Top Courier JSC.
3. Priority registered postal items must be delivered to the address of the recipient. The recipient must sign the form accompanying the postal item or the form for the delivery.
  - 3.1. Postal items that are delivered to the recipient’s address shall be given to the addressee in person or to a person authorized by the addressee, or – in case that there is no instruction for ”delivery in person” - to any family member of legal age, with specification of the recipient's names and relationship with the addressee in the delivery book.
4. Official notice for postal money orders, registered or any priority postal item sent to government bodies, organizations, and other legal persons shall be delivered to their address, their bookkeeping office, or to a person authorized to accept it.
5. If a registered priority postal item can not be delivered because of the absence of the addressee, an official notice shall be left in the mailbox inviting the addressee to appear at the delivery post office to collect the item.
  - 5.1. In case the addressee fails to appear in the next three days after the postal item has been delivered to the post office, the addressee shall receive the first official notice at no extra charge.The delivery term shall be within 20 days after the date of receipt of the item by the delivery post office. Should the addressee fail to appear within five calendar days from the date of receipt of the letter item by the delivery post office, a second official advice shall be sent.

5.2. In case the addressee fails to appear and receive the item three days after the first official notice has been sent, a second official notice shall be sent at no extra charge.

17.3. Postal items “to be called for” shall be delivered to the addressee at the delivery post office or authorized person upon presentation of an identity document;

17.4. Official notice for collecting a postal money order, a postal item with or non-priority and non-registered letter items addressed to a person located outside the living area will be delivered to the post office of Tip–Top Courier JSC or to an authorized person.

17.5. After checking and proving the validity of the postal money order, the addressee shall be contacted as quickly as possible.

1. Normal postal money orders shall be paid 12 hours after they have been received by the delivering post office of Tip–Top Courier JSC being responsible for the area of the addressee in the working time.

2. Accelerated Postal money orders are to be paid 12 hours after they have been received by the delivering post office of Tip–Top Courier JSC responsible for the area of the addressee in the working time.

Regardless of the fact that the addressee shall be notified by phone (if a phone number has been provided), the official notice shall be delivered in the defined time frame to the address of the recipient in person confirmed by signature. An official note will be left in the addressee’s mailbox if the addressee is not present.

3. If the official notice can not be delivered due to an incorrect or incomplete address, or for any other reason, the operator shall contact the post office that sent the order in order to solve the problem

4. A second official notice confirmed by signature shall be delivered to the address of the recipient three days after delivery of the first official notice, if nobody has appeared to collect the order.

5. In case delivery of the order is not possible due to circumstances beyond the control of Tip–Top Courier JSC, the sender shall be informed and shall be asked for further instructions as to how to be proceeded.

17.6. Should the addressee fail to appear within five working days from the date of receipt of the postal money order, a third official notice shall be sent to be received confirmed by signature.

1. After 20 days have passed without payment of the postal money order,, if no other instructions have been received from the sender or the recipient, the postal money order shall be sent back to the office from where it was sent first to be paid back to the sender

2. The timeframe for paying back non-paid postal money orders sent back to the sender is 10 days after the order has been received by the post office of Tip–Top Courier JSC responsible for the area of the addressee.

3. Postal money orders not paid because the sender has refused to appear to collect them, has moved to an unknown address, or for any other reason has not appeared in the provided 10 days after the official notice has been received, shall be sent to the main office of „Tip–Top Courier JSC. The money will be kept for the limitation period mentioned in Art 4

4. Unpaid and unclaimed postal money orders shall be kept for two years after the year in which they have been submitted is over. During this period, the unpaid orders can be paid by the sender or the addressee.

5. Postal money orders still unpaid and unclaimed after the time mentioned in Art 4 has expired shall revert to Tip–Top Courier JSC

17. 7. The Postal Operator provides services within the scope of the Universal Postal Service according to the regulations set by The Communications Regulation Commission.

1. Quality standards regarding the timeframe for transporting the domestic priority non-registered postal items and the accelerated postal money order

D + 1 not less than 80% of the total amount of the postal items and the postal money orders;

D + 2 not less than 95% of the total amount of the postal items and the postal money orders;

2. Quality standards regarding the time for transporting a domestic non-registered postal items non-priority and the normal postal money orders:

D + 2 not less than 80% of the total amount of the postal items and the postal money orders

D + 3 not less than 95% of the total amount of the postal items and the postal money orders

3. Quality standards regarding the timeframe for transporting the international non-registered postal items with or non-priority.

3.1. International priority non-registered postal items outside Europe:

D + 3 not less than 60% of the postal items;

D + 5 not less than 80% of the postal items;

3.2. International priority non-registered postal items outside Europe:

D + 6 not less than 58 % of the postal items;

D + 7 not less than 75 % of the postal items;

D + 8 not less than 90 % of the postal items;

3.3. International non-registered postal items non-priority within Europe:

D + 4 not less than 55 % of the postal items;

D + 6 not less than 80% of the postal items;

3.4. International non-registered postal items non-priority outside Europe:

D + 10 not less than 60 % of the postal items;

D + 14 not less than 85 % of the postal items;

17.8. End-to-end transit time for postal items.

The time frame for the end-to-end delivering of a domestic non-registered postal item is counted from the moment the postal item has been moved from the access point where the postal item has been submitted up to the delivery of the postal item or the official notice to the address of the recipient.

## SECTION V

### **Method of payment**

18. All prices can be found in the current price list of the Postal Operator

18.1 The prices are set by the Postal Operator and are submitted to the Communications Regulation Commission 10 days before coming into force.

18.2 The price list is placed at a prominent location on the access points and is further published on the web page of the Postal Operator.

18.3. Based on the “Ordinance on specification of the rules for the formation and application of the prices of the services within the scope of the universal postal service” Tip–Top Courier JSC can further negotiate the following conditions with its frequent clients, who consistently send a large number of post items:

1. method and term of payment;

2. prices different from those defined in the price list of Tip–Top Courier JSC subject to the principles of publicity and equality.

19. Postal services can be paid for at the prices and within the set time limits set under

individual contacts according to p. 2 of these General Conditions. These prices shall not be higher than the prices defined by Art 18.

20. Users shall prepay for the services, within the scope of the universal postal service. Payment shall be cash or cashless depending on the terms of payment set by the Postal Operator.

21. Postal Operator confirms payment of postal services by means of:

21.1. Barcode stickers and post stamps;

21.2. Using imprints of automatic devices.

22. Postal Operator registers an agreement to provide services within the scope of the universal postal service by stamp with the date on the parcel or by sticker and forms.

23. Postal Operator shall inform customers of any change in provided service prices with announcements in post offices and on the internet site of the provider.

## SECTION VI

### **Conditions for acceptance and delivery of post items, packets and money orders**

24. Postal Operator admits non-registered post items with weight up to 100 gr. with post stickers on them in post boxes, post offices or from entities with contracts with the Postal Operator according to p. 5 of The General Terms.

25. Postal Operator admits non-registered post items (including letter, direct mailing and/or postcards) with weight up to 2 kg, small parcels up to 2 kg, books and printed matter up to 5 kg, cecogrammes up to 7 kg and parcels up to 20 kg in post offices or from entities with contact with Postal Operator according to p. 5 of The General Terms.

26. Packaging of Universal Postal Service post items should be appropriate to their size, weight and content in order to protect from potential damage.

27. Addressing of post items should be done according to the standard set by Postal Operator in every point of admission. Full address of a sender should be put in top left corner, and full address of an addressee should be put in bottom right corner of the parcel by a customer.

28. All additional services included in Universal Postal Service are provided by entities with contract with Postal Operator according to p. 5 of The General Terms.

29. The Postal Operator shall deliver the postal item to the assigned address of the addressee.

30. Non-registered post items with weight up to 1 kg are delivered to the addressee's post box address; registered post items with weight up to 1 kg are delivered to the addressee's address against signature in the accompanying documents.
31. Postal items with weight above 1 kg are delivered to the Postal Operator's post office. "Poste restante" items are delivered to the addressee or the addressee's representative authorized in writing against that persons's identification documents.
32. For post items to be delivered to the post office, notification is delivered to the post box of an addressee specifying the type of the item.
33. Upon payment of an over-weight charge, the postal item of over 1kg can be delivered to the recipient's address.
34. If the recipient refuses to accept a postal item, the Postal Operator certifies the refusal by signing the document attached to the postal item
35. All Cash On Delivery post items should be delivered to the addressee after the amount of money has been paid. The timeframe for paying the money to the recipient shall be carried out according the agreement between the Postal Operator and the user and should take place not later than 5 working days after the amount of money has been collected.
36. Upon admission of a postal item with damaged packaging, partly missing content, or with a weight differing from the item weight indicated, employees of the post office must fill out a special document certifying the condition of the item
37. The postal money orders shall be paid in the office or at the addressee's home depending on the sender's request and after an extra charge for the service has been paid.
38. All orders for a postal money order should be in a written form. Domestic postal money orders must be written in Bulgarian. International postal money orders must be written in Bulgarian using the Latin alphabet. The senders are obliged to write clear, legible and complete addresses.

## SECTION VII

### **Rights and obligations of the users of postal services**

39. Users have equal rights to use the postal services offered by the Postal Operator as a Postal Operator licensed to provide Universal Postal Service.
40. Users of postal services have the right to know the General Terms and Conditions
41. Users have the right to receive information for all types of services offered by the Postal Operator.
42. Users have the right to receive information regarding the weight of the postal item, the method of delivery, prohibited items and substances, and prices.
43. Users have the right to receive the services as they are described in Section II and Section IV.

44. Users have the right to request information regarding post items they have submitted to the post offices of the Postal Operator, to make any suggestions, claims or to receive indemnity according to Section X. Furthermore, the users have the right to send complaints to the Communications Regulation Commission.
- 44.1. Users have the right to make complaints and to receive compensation according to the Postal Service Act and the current Terms and Conditions.
45. The sender of a postal money order has the right to cancel it, to make any changes to its name, the address, or the location for the transfer, or to make the term for the delivery longer. In this case the sender is expect to pay all the technical and administrative expenses.
46. Users are obliged to use the stickers and the forms used and provided by the Postal Operator.
47. Users are obliged to use the mailboxes of the Postal Operator.
48. Users are obliged to prepay for the services they will be using.
49. The senders are responsible for any damages caused by their post items to other items up to the limits of the Postal Operator liability to the persons whose post items have been damaged.
50. The senders are responsible for any damage caused by an item sent by them to a property owned by the Postal Operator or to its employee
- 50.1. The sender has the right to ask in a written form in the offices of the Postal Operator or any person authorized by Tip–Top Courier JSC for the following before his shipment has been delivered:
1. return of previously posted items or money orders;
  2. changes in the addressee’s name, address or destination of the postal item or money order, or change of addressee;
  3. extension of the term of retention of the money order in the regional office of the Postal Operator, or by authorized person, up to 15 days over the established time limit, excluding items with perishable content.
- 50.2. In the cases described in Art 50.1., all the technical and administrative expenses are to be paid by the sender.

## SECTION VIII

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

51. The Postal Operator is licensed to provide services within the scope of the Universal Postal Service and Postal Money Transfer countrywide
52. The Postal Operator is obliged to provide the services within the scope of the Universal Postal Service under the conditions for publicity and equality.
53. The Postal Operator is obliged to safeguard the confidentiality of correspondence, both during and after the delivery of the postal item, and to obey the rules for monitoring and controlling postal services by the competent authority.
54. The Postal Operator is obliged to place mailboxes for accepting unaddressed letters at a prominent and accessible location

55. The Postal Operator is obliged to place the General Terms and Conditions of the contract with the users of the Universal Postal Service and Postal Money Orders provided by Tip–Top Courier JSC, as well as the services provided, the prices, and a list of prohibited items, in a prominent and accessible location in the offices of the Postal Operator and on its web page.
56. The Postal Operator is obliged to place in a prominent and accessible location the postal service standards, the procedures for submitting a claim, the procedure for its review, and information regarding the amount of indemnification.
57. Within one month after a request, a claim, or a suggestion has been made by the users, the Postal Operator is obliged to review it and to announce the decision made.
58. The Postal Operator is obliged to keep a register for the received requests, claims and suggestions, their grounds and the actions taken. This data must be kept in the next 12 months under the restrictions of the law for protecting the personal data.
59. The Postal Operator is obliged to compensate the users according to Section X.
60. The Postal Operator providing the Universal Postal Service has no responsibility for:
- 60.1. non-registered post items;
  - 60.2. damaged or destroyed registered or post items with a Declared Value caused by Force Majeure;
  - 60.3. damage and the destruction of post items caused by the sender or arising from the nature of the content
  - 60.4. postage containing prohibited items or substances, if these items have been confiscated or destroyed by the competent authority because of their content according to the appropriate procedure
  - 60.5. When the postal item has been given to somebody else due to an erroneous or incomplete address;
  - 60.6. non-payment of money due to a wrong or incomplete address.
61. The Postal Operator has no responsibility for any insurance claims according to any other insurance contracts for post items made by the sender with an insurance company, if the latter assumes the rights of the insured up to the indemnity to which the sender or the addressee are entitled under the present Chapter of the General Terms and Conditions. The indemnity shall be paid to the insurer if not paid to the sender or the addressee.
62. The Postal Operator is obliged to inform the users in the shortest terms possible of any restrictions for provision of service imposed by the competent authorities in force majeure circumstances or in connection to national security and the defence of the country.
63. The Postal Operator has no right to provide any information to another party regarding postal money transfer and/or regarding the postal traffic, besides the sender, a person authorized by the sender, or the competent authorities in cases provided for by law
- 63.1. „Tip–Top Courier JSC - has no right to:
1. open post items;
  2. misappropriate post items;

3. remove the content from a postal item with open or damaged packaging in whole or in part
  4. release a postal item to any third person aiming to examine its content, excluding the cases mentioned in Art 93 (2) of The Postal Service Act;
  5. provide reports or information regarding post items or their content, or regarding money orders, to any third person different from the sender or the addressee, or persons authorized by them, or the competent authorities in cases provided for by law;
  6. to provide information regarding postal traffic.
64. By accepting a postal item and the payment of the required fee, the Postal Operator is obliged to carry out the service in the conditions mentioned in Section IV.

## SECTION IX

### **Items and substances prohibited for transportation**

65. The Users have no right to include in their post items any of the following items and substances:
- 65.1. Drugs, anaesthetics, psychotropic and poisonous substances, or substances with strong effect;
  - 65.2. Weapons, explosives, inflammable, or other dangerous substances or items;
  - 65.3. Obscene and other items which are contrary to the moral norms;
  - 65.4. Items and substances which, because of their nature or packing, pose a threat to the life and the health of couriers, officers, or other persons, or which can contaminate or damage other shipments and postal facilities;
  - 65.5. Religious materials of prohibited sects and organisations, or of religious sects or organizations non-registered in the country;
  - 65.6. Movable Monuments of Culture for which there is not a permit or a certificate issued by relevant competent authorities;
66. For internal shipments, with the exception of shipments with declared value, users are not allowed to put coins, banknotes, money signs, travelers' cheques, items which are valuable to the sender, platinum, gold, silver, processed or unprocessed precious stones, or other valuable items in shipments
67. Concerning international post items, including those with Declared Value, in addition to the substances and items prohibited for domestic shipments shall also be prohibited other substances or items specified in international agreements, as well as items whose import or distribution is prohibited in the country of destination.
68. In case of suspicion for the presence of prohibited items or substances in a postal item, the postal service shall request the sender's consent for examination. In case of refusal, the items shall not be collected.
69. When there are reasonable grounds to consider that a collected postal item contains prohibited articles or substances, the Postal Operator shall request the sender's or the recipient's consent to open the item. In case of refusal or lack of response, the Postal Operator shall inform the security authorities and ask for subsequent actions.

## SECTION X

### **Claims and compensations procedure for delayed, lost, robbed, partially or fully damaged or content missing postal items and parcels, and non-return of COD (cash on delivery) amount to the submitter.**

70. Users of Universal Postal Service have right on written claim considering norms for service quality and service efficiency approved by Communications Regulation Commission in the case of:

70.1. Lost, robbed, partially or fully damaged postal items, registered postal items, insured value items or cash on delivery items;

70.2. Returned items in case of no justification of non-delivery;

70.3. Failure to comply with postal services standards;

70.4. Non-paid or not correctly paid postal order or cheque amount;

71. Claim could be filed by Universal Postal Service customer (sender or recipient) using form available in post office (agency) of the operator within 6 month after date of submission of postal item or money order.

72. Recipient could file claim at the moment of item receipt, or prior item receipt on a written consent of the sender.

73. Provider of Universal Postal Services set maximum duration of claims processing and decision for each case as following:

73.1. for domestic postal items – up to 1 month

73.2. for international postal items – up to 3 months

74. Postal item claims should be filed in service provider's office where the item was admitted or received. Claim could be filed in any other office of the provider while the cost of sending it as a postal item to the office of admission or destination should be paid.

The claim should be accompanied by a copy of the posting receipt and the report for delivery issues, if any issued. All information related to the item (post offices of admission and destination, sender and addressee names, type, number, date of admission, item content etc.) should be provided in case the abovementioned documents are not available.

75. Money order claims should be filed in service provider's office where the order was admitted or received. Claim could be filed in any other office of the provider while the cost of sending it as a postal item to the office of admission or destination should be paid.

The claim should be accompanied by documents proving submission, admission and/or payment of the money order. All information related to the order (post offices of admission and destination, sender and addressee names, type, date of admission, order content etc.) should be provided in case the abovementioned documents are not available.

76. In case of justified claim initial confirmation of claim acceptance would be sent by the postal operator within 7 calendar days since the date of claim receipt, and would provide the compensation within 20 calendar days since the date of sending the initial confirmation of the claim. Compensation amount would be transferred to the customer via money order to the post office of the operator; the cost of order is covered by the postal operator.

77. Universal Postal Services provider compensates claims justified by timely filed claim:

77.1 For delivery delay for domestic registered or non-registered priority postal item postal operator shall compensate the difference between the cost of registered or non-registered priority item and registered or non-registered item without priority. For delivery delay for domestic registered and non-registered postal item without priority postal operator shall compensate the cost of the service.

77.2. For lost registered postal item, item with damaged content or item delivery to unauthorised person indemnity is equal to 10 BGN.

77.3. For lost non-insured parcel or partially missing content of the parcel postal operator shall compensate the cost of the damage, but no more than sum of 3 BGN per parcel and 2 BGN per kilogram of the item weight.

77.4. For lost registered postal item or insured parcel as well as for damage or partially missing content not caused by hidden defects of the packaging or by the nature of the content postal operator shall compensate the value.

77.5. For amounts for delivered COD parcels that are not collected or not transferred to the sender postal operator shall compensate the amount of the payment. Postal operator is paying collected COD items amounts in a term defined in paragraph 35 – in 5 (five) days after claim closure.

77.6. For domestic money orders not paid due to fault of the operator or not correctly paid postal operator shall compensate sender or addressee the amount of the money order. For international money orders the postal operator bears liability according to actual regulation.

77.7 For delivery delay for express money orders postal operator shall compensate the difference between the cost of express money order and common money order.

77.8. For delivery delay for common money order postal operator shall compensate the cost of the service.

78. In case of accepted claim apart from due compensation the cost of sending it as a postal item to the office of admission or destination shall be compensated in case the claim was filed not in the office of admission or destination.

79. For lost registered international parcel compensation is up to 30 SDR (Special Drawing Rights) including the cost of service paid at the admission of the parcel.

80. The sender of registered international parcel has right for compensation in case of partially robbed or damaged content. However packaging should be accepted as sufficient to protect the content of the parcel from the risk of robbery or damage. Compensation for registered robbed or damaged parcel should correspond the cost of damage, but not exceed 30 SDR.

81. Lost, robbed or damaged international insured parcel gives the sender right for compensation with an amount corresponding to the cost of the loss, but not exceeding insured amount SDR equivalent.

82. Lost, robbed or damaged international parcel gives the sender right for compensation with an amount of 40 SDR per parcel and 4.50 SDR per kilogram of the content including the cost of service paid at the admission of the parcel.

83. The sender of international parcel has right for compensation in case of partially robbed or damaged content of the parcel. However packaging should be accepted as sufficient to protect the content of the parcel from the risk of robbery or damage. Compensation for robbed or damaged parcel should correspond the cost of damage, but not exceed the amount of 40 SDR per parcel and 4.50 SDR per kilogram of the content.

84. Postal operator is not liable for indirect damage or potential profit losses occurred as a result of lost, damaged, robbed or delayed delivery of domestic and international parcels.

## SECTION XI

### **Order for dispute resolving**

85. Any disputes between the users and a postal office of the Postal operator shall be resolved through negotiations between the user and the Postal operator. In case no agreement can be reached each of the parties can ask the Communications Regulation Commission for assistance or to bring the dispute to be resolved by the competent Bulgarian court.

86. If the Postal operator has considered the claim for being unfounded the reason for that should be specified in the final answer. Information regarding other options like approaching the Regulatory, a court or other competent authority should also be included.

## SECTION XII

### OTHER ESSENTIAL CONDITIONS

87. Postal items that can not be delivered because: they are not called for within the set time period; addressees refuse to accept them or to pay the COD charges; the addressee's new address is unknown; unknown or deceased addressee at the specified address; the address is incomplete or non-existing; shall be returned immediately to their senders.

88. Registered letter items, printed post items, secogrammes, small packets and parcels, that are not received within 20 days from the date of arrival at the destination post office shall be returned immediately after the expiry of such period. Parcels containing perishable content or showing signs of perish shall be returned immediately to the sender.

89. "Poste restante" postal items that are not called for within 20 days from the date of arrival at the destination post office shall be returned to the sender.

90. In case the sender refuses to receive back a not delivered postal item, the package shall be opened by a special commission the content to be established. The Postal operator shall further decide how to deal with it.

## SECTION XIII

### Definitions

91. Within the meaning of the General Terms and Conditions:

"ACCEPTING a postal item" is the process of receiving a postal item submitted by the sender at the access points

"TRANSFER of postal item" is the activity of postal operators covering the process from acceptance up to delivery of postal items.

"DELIVERY of postal item" is the activity starting with sorting of postal items at the delivery centre and ending with their handing over to addressee.

„ACCESS POINT" is an operator's post office where senders submit and the operator accepts postal items and postal money orders, as well as a mail boxes of the principal postal operator installed at a public place or in the Postal Operator's offices.

"POSTAL NETWORK" is a combination of organizationally and technologically units and means linked together, such as post offices, exchange and sorting centres, vehicles and technical means set up and used for the purpose of acceptance, conveyance and delivery of postal items and postal money orders.

"USER" is any physical or legal person using postal services as a sender or as a recipient.

"SENDER" is a physical or legal person sending a postal item and/or postal money order.

Addressee is the physical or legal person specified in the address of the postal item and/or postal money order, for which they are destined.

“LETTER ITEM” (including letters, direct advertising mail item or and/or postcards) is a written message on any physical media that must be carried and delivered to the address indicated by the sender on the item. Printed papers are not letter items.

“SMALL PACKET” is a postal item containing commercial or non-commercial articles up to 20 kg

“Printed papers” is a postal item containing newspapers, periodicals, books, catalogues, paper reproductions used in polygraphy, with the sender’s and recipient’s addresses on the item.

“Cecogrammes” are Braille letters and clichés, sound recordings or special paper sent by and/or to blind citizens or officially recognized institutions for the blind and bearing the approved identification signs.

“POSTAL PARCEL” is a postal item of standard size and weight, usually containing commercial or non-commercial articles.

“Postal money orders” (money orders and cheques) are postal services for transmitting a certain amount of money from a sender to the recipient through the network of post offices of the universal postal service operator licensed Art 39 para 3 of the PSA

STANDARD DOMESTIC LETTER ITEM is a postal items with the following size: maximum - 120/235 mm, minimum - 90/140 mm, maximum thickness - 5 mm

“REGISTERED POSTAL ITEM” is a postal service representing contracted insurance against risks of loss, theft and damage, with an acceptance note issued to the sender and optional confirmation of delivery note, on sender’s request.

“DECLARED VALUE” is a postal service involving operator's liability up to the amount declared by the sender as a value of the item content in case of loss, theft or damage of the item content.

“PRIORITY ITEMS” are postal items transported and delivered in the fastest way possible.

“NON PRIORITY ITEMS” are postal items for which the sender has chosen a lower price implying a longer conveyance and delivery time.

“CASH ON DELIVERY” is a postal service whereby a postal item is delivered to the addressee against payment of a certain price specified by the sender.

“INTERNATIONAL POSTAL ITEMS” are items coming from or destined to another country.

“ FORCE MAJEURE” is a unforeseen and unpreventable event of extraordinary nature occurred after the entry into contract.”

“POSTAL SECURITY” is the set of measures and actions aimed to secure and safeguard postal items, money, operator’s property, life and health of postal employees and the delivery. All obligations are over after the item is received by the addressee. “SYSTEMATIC OFFENCE” is when three or more administrative offences of the PSA or it’s application regulations are committed within a two-year period.

“PERMANENT POST OFFICE” is a key element of post network, which is organized in separated premises where “Tip – Top Courier JSC-employees are providing all postal services included in Universal Postal Service, money transfers, not-unique postal services and other services enabled by network of technologically linked working places.

“MOBILE POST OFFICE” is an element of post network, which is organized in specially equipped vehicles where “Tip – Top Courier JSC- employees are providing all postal services included in Universal Postal Service and money transfers according to established route and schedule.

“POST AGENCY” is working place organized in separate premise in settlement without permanent post office where postal operator employee is providing certain postal services.

“REMOTE POST AGENCY” is working place for provision of postal services organized in premise where other public services are provided. The right for provision of postal services is provided based on contract with postal operator.

“SPECIAL DRAWING RIGHT (SDR)” is a settlement unit of account of the International Monetary Fund used also in acts of the Universal Postal Union.

## SECTION XIV

### **Amendments to the general terms and conditions**

93. Based on valid reasons and following the current regulations the Postal operator on its own initiative or upon proposal by customers and their legitimate organizations may make reasonable amendments to these General Terms and Conditions.

## SECTION XV

### **ENTRY INTO FORCE**

94. These General Terms and Conditions are issued on the grounds of art. 21 of the Postal Service Act, in accordance with the Communications Regulation Commission and has entered into force on ..... 2010. with the decision of the Communications Regulation Commission № .....

94.1. Before becoming effective, the Terms and conditions shall be published on the web page of the postal operator and be placed at a prominent location in the access points in the postal offices of Tip – Top Courier JSC.

94.2. The interaction between the users and Tip – Top Courier JSC related to accepted but non-delivered postal items and non-paid money orders by the date of entry into force of these General Terms and Conditions shall be subject to the applicable procedure in force by that date.