



**GENERAL TERMS AND CONDITIONS  
FOR POSTAL SERVICES**

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## 1. General data, contact details

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### 1) Name and address of service provider

Magyar Posta Zártkörűen Működő Részvénytársaság  
 Registered office: 1138 Budapest, Dunavirág utca 2-6  
 Postal address: Budapest 1540  
 Trade register number: 01-10-042463

### 2) Contact details of Central Customer Service

Contact details of Central Customer Service	Customer Service for private customers	Customer Service for business customers
Customer Service in person	1101 Budapest, Üllői út 114-116	1101 Budapest, Üllői út 114-116
Postal address	3512 Miskolc	3512 Miskolc
Telephone number	+36-1-767-8282	+36-1-767-8272
Fax number	+36 (46) 320-136	+36 (46) 503-899
E-mail	<a href="mailto:ugyfelszolgalat@posta.hu">ugyfelszolgalat@posta.hu</a>	<a href="mailto:uzleti.ugyfelszolgalat@posta.hu">uzleti.ugyfelszolgalat@posta.hu</a>
Hours for phone and online service	Monday to Wednesday and Friday 8 a.m. to 5 p.m., Thursday 8 a.m. to 8 p.m.	Monday to Friday 8 a.m. to 7 p.m.
Hours for customer service in person	Monday to Wednesday 8 a.m. to 5 p.m., Thursday 8 a.m. to 8 p.m., Friday 8 a.m. to 4 p.m.	Monday to Wednesday 8 a.m. to 5 p.m., Thursday 8 a.m. to 8 p.m., Friday 8 a.m. to 4 p.m.

Other contact details of the Central Customer Service are given on the web page [CUSTOMER SERVICE](#) and information on Magyar Posta's contact details is available in the document [POSTAL CONTACTS](#) published on Magyar Posta's website.

### 3) Online contact

Address: [WWW.POSTA.HU](http://WWW.POSTA.HU)

### 4) Contact details of the market surveillance authority

Users with complaints related to the provision of postal services may turn to the National Media and Infocommunications Authority (hereinafter referred to as the Authority) in accordance with paragraph 11) of Point 7. The Authority's contact details are given on [www.nmhh.hu](http://www.nmhh.hu).

### 5) Access to the General Terms and Conditions

The General Terms and Conditions relating to the use of postal services (hereinafter referred to as the GTC) are available on Magyar Posta's website General Terms and Conditions and at all postal service outlets.

## 2. Introductory provisions

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1) Magyar Posta Zrt. (hereinafter referred to as Magyar Posta) is the designated universal postal service provider.

2) These GTC contain rules for the use of postal services and certain supplementary postal services provided by Magyar Posta which have been unilaterally pre-defined by Magyar Posta without the participation of the user. General rules for the use of all postal services are given in this main text, while the individual postal products/services, the additional services and the supplementary services are described on separate PRODUCT SHEETS with different coloured headings, and the articles excluded from transportation by post and articles transportable on certain conditions and the conditions for posting them are described in APPENDIX 1.

3) The following legislation in particular applies to the postal services provided by Magyar Posta:

- a) Act CLIX of 2012 on postal services (hereinafter referred to as the Postal Services Act);
- b) Government Decree No. 335/2012 (XII.4) on the detailed rules for the provision of postal services and the postal service related to official documents, as well as on the general terms and conditions of postal operators, and on items excluded from postal services or items that may only be carried upon certain conditions (hereinafter referred to as the Decree),
- c) regarding international services, the Universal Postal Convention and its Final Protocol ratified by Act CXIII of 2012 and adopted at the 24<sup>th</sup> Geneva Congress of the Universal Postal Union, as well as the related Letter Post Regulations and Parcel Post Regulations together with bilateral or multilateral agreements concluded with the individual countries;
- d) Ministerial Decree 67/2012 (XII.15) NFM on the method of defining the tariff for domestic letter-mail items not weighing more than 50 grams posted under the universal postal service in accordance with single-piece tariffs as well as defining the fee for the domestic postal service for official documents;

and Universal Postal Public Service Contract no. IKF/153/2013-NFM\_SZERZ (hereinafter referred to as the Universal Service Contract or USC) together.

4) Magyar Posta provides services which are regulated in these GTC but are not classified as postal products/services or additional services under the provisions of these GTC, the legislation specified in paragraph 3), the USC, and the general provisions of Act IV of 1959 on the Civil Code (hereinafter referred to as the Civil Code) applying to contracts.

5) Magyar Posta will publish any changes to these GTC at least fifteen days before they come into effect on its website ([GENERAL TERMS AND CONDITIONS](#)).

6) Magyar Posta is identified by any of the following inscriptions and coloured symbols used independently or by the simultaneous use of more than one of these inscriptions or coloured symbols on a mail item, on its address label, or on its accompanying document if an accompanying document is handed over to the authorised recipient:

- a) MP;
- b) MPRT;
- c) MPZRT;
- d) Magyar Posta;
- e) Magyar Posta Rt.;
- f) Magyar Posta Zrt.;
- g) Posta;
- h) postage paid impression containing the inscription "Magyarország" or its foreign language equivalent, e.g. Hungary;
- i) OLK (National Logistics Centre);
- j) FILAPOSTA;
- k) the symbol of the post horn and the stylised version of it (as trademark no. 171406 registered on 12 December 2001);

- l) the EMS express logo (as trademark no. 130542 registered on 12 January 1989);
- m) the symbol of the raven (as trademark no. 189248 registered on 19 September 2005);
- n) the MPL logo (as trademark no. 186616 registered on 11 July 2005);
- o) the DCM logo (as trademark no. 189727 registered on 21 March 2006);
- p) the BÉLYEG M logo (as trademark no. 189248 registered on 19 September 2005).

7) The inscriptions and coloured symbols listed in 6) may be used to mark mail when it is accepted by Magyar Posta or during the processing of mail items.

### 3. General conditions for the use of the service

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#### 3.1. Basic provisions

1) Postal service outlets, acceptance and delivery points, and other apparatus enabling the fulfilment of the universal postal service are classified as postal facilities.

2) A postal service outlet is an acceptance or delivery point which provides access to postal services at a specified geographic location and time, excluding postboxes located by Magyar Posta or other devices for the purpose of acceptance or delivery ensuring the safety and integrity of mail items.

3) A permanent postal service outlet is a postal outlet which is open for more than two hours in total on each working day.

4) An acceptance point is a postbox or other device located by Magyar Posta for the purpose of posting mail items which ensures the safety and integrity of accepted mail items as well as the room or place designated for this purpose.

5) A mobile post is a postal service outlet provided at least at the place (access point) designated for this purpose through which Magyar Posta fulfils the acceptance and/or delivery of mail items that can be posted or delivered under the universal postal service.

6) The Parcel Terminal is a machine operated by Magyar Posta as an acceptance and delivery point which enables the safe acceptance and delivery of parcels ensuring their integrity as described in the provisions of the separate PRODUCT SHEET.

7) The name, address and contact details of the postal facilities operated by Magyar Posta as well as information about the services offered there are given in the document "Postal Service Outlets" published on Magyar Posta's website.

#### 3.2. Rules regarding the contents of mail items

1) Any mail item with contents that are prohibited by law from carriage by road, rail, sea or air is excluded from the postal service depending on the item's means of transport.

2) Dangerous goods defined in Act LXXXIX of 2015 on the announcement of and certain issues of the application in Hungary of Annexes A and B to the European Agreement concerning the International Carriage of Dangerous Goods by Road (hereinafter referred to as ADR) which do not enjoy exemption under ADR as articles that may be carried on special conditions or listed in special regulations may not be dispatched for carriage.

3) It is the sender's responsibility to ensure that the contents of the mail item comply with the law as well as the conditions specified by these GTC and APPENDIX 1 published on Magyar Posta's website. Certain articles and substances defined in these GTC may only be posted on

the conditions laid down by these GTC. Mail items that are not classified as letter mail or a postal parcel under the definition of the product/service may be handled and priced by Magyar Posta as letter mail or a postal parcel.

4) Magyar Posta does not inspect the contents of mail items to check whether or not they are excluded from postal carriage or may only be carried upon certain conditions.<sup>1</sup> If, however, it establishes during any phase of the postal service that the contents of a mail item are excluded from postal carriage or the conditions required for carriage are wanting, the mail item will not be delivered to the addressee or other authorised recipient and will be withdrawn from carriage, simultaneously informing the sender thereof. The costs incurred by this will be borne by the sender. In this case Magyar Posta bears no liability for failure to perform the postal service contract.

5) If a mail item contains an article or material excluded from transportation by post as described in APPENDIX 1, Magyar Posta will hand over the mail item withdrawn from postal traffic to the competent authority. The costs incurred by this and by the authority's procedure will be borne by the sender.

6) Magyar Posta is not obliged to reimburse the fee paid for using the postal service when dispatching items which are withdrawn from the postal service in accordance with paragraphs 4) and 5). If it is apparent at the time of the acceptance of a mail item that it is excluded from postal carriage, Magyar Posta is obliged to refuse to accept the item or, if it may be carried upon certain conditions, Magyar Posta will make its acceptance dependent on meeting the conditions necessary for transport.

7) The sender is liable for any damage caused by an item to the life, health or physical well-being of natural persons, and to any other object, postal equipment and other mail items, and is obliged to bear its own costs and the extra costs incurred by Magyar Posta (e.g. return, repacking, costs incurred paying damages, etc.) as well if these arose due to the sender not observing the regulations set out in law and these GTC.

8) Magyar Posta may refuse to enter into a postal service contract if there is reasonable suspicion that a mail item intended for dispatch does not fulfil the conditions for posting. In this case the sender must prove that the mail item complies with the conditions for posting.

8/A) If evidence provided in accordance with paragraph 8

- a) shows that Magyar Posta's supposition is unfounded, Magyar Posta is obliged to repack the mail item safely free of charge. In this case Magyar Posta may not allude to inappropriate packaging;
- b) results in the sender requesting the postal acceptance of the mail item intended for dispatch with unchanged contents and unchanged packaging while making a specific statement on the mail item's packaging and document in proof of posting and simultaneously renouncing any claim for compensation related to the performance of the postal service contract, Magyar Posta will only undertake the performance of the postal contract provided the contents, packaging (with the necessary markings and inscriptions), and sealing and addressing of the mail item thus prepared for dispatch are suitable for performing the postal contract and cannot cause harm or damage to the life, health and physical well-being of natural persons or to other objects, postal equipment and other mail items.

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<sup>1</sup> By law (the NAVSEC programme, Regulation EC No 300/2008, Commission Regulation (EU) No 2015/1998, Government Decree 169/2010 (V.11.)), companies conducting an approved business activity at the airport, and thus Magyar Posta, must subject the contents of their export (outbound) mail in air transport to aviation security inspections. This content check primarily aims to filter out devices threatening aviation security, such as firearms, pointed articles, objects that can be used as a weapon, explosives and incendiary substances.



9) Sometimes a foreign country which is an item's place of destination has rules that prohibit, or impose conditions on, the postal carriage of articles and substances whose international dispatch is otherwise permitted by law and these GTC, and fails to inform Magyar Posta of this. Magyar Posta bears no liability for measures taken by the country which is the item's place of destination related to mail items due to mail items not meeting international regulations.

10) If a mail item containing goods is destined for international mail and in particular for a foreign country which is a place of destination outside the European Union, details of the contents intended for dispatch must be given on the address label for the service used or, in the absence of this, on the customs declaration form CN 22 or CN 23 in order to facilitate customs clearance in the country which is the item's place of destination. When giving details of the contents, general descriptions such as "gift" or "mechanical part" must be avoided because giving the most precise description possible of the contents accelerates customs clearance procedures in the country which is the item's place of destination.

11) Information on articles excluded from postal carriage as well as articles which may only be carried upon certain conditions together with their conditions for posting is given in APPENDIX 1 published on Magyar Posta's website and in the document "DANGEROUS GOODS EXCLUDED FROM TRANSPORTATION BY POST AND TRANSPORTABLE ON CERTAIN CONDITIONS".

12) With regard to goods ordered in international e-commerce, the addressee (the customer) must obtain information on and apply the security regulations of the foreign postal service provider which accepts the mail item for forwarding.

### 3.3. Packaging items

1) It is the sender's responsibility to ensure that an item's packaging complies with the conditions for posting given in these GTC and in APPENDIX 1 published on Magyar Posta's website especially in the cases when the mail item has (manufacturer's) packaging used in commercial practice or commercially purchased packaging material is used to prepare the mail item for posting.

2) The packaging must be suitable for the nature, characteristics, shape and weight of the contents, and ensure that the quality and good condition of the contents are protected in the course of carriage of the professional standard expected of Magyar Posta. The packaging must ensure that during carriage with the due care expected of Magyar Posta the integrity of the contents of the item is not compromised and that the item does not cause damage to the life, health or physical well-being of natural persons or to other objects, postal equipment and other mail items. The packaging must be sufficiently strong to ensure that the integrity of the mail item is not compromised even if it comes into contact with (is stacked with) other mail items or is subject to physical effects implicit in the use of the automated mail processing technology (turning, placing address side up, grouping). Packaging may be a corrugated cardboard box, a sack, a wooden/metal/plastic box, and for items with content consisting of a single piece (e.g. a cupboard or a radiator) corrugated cardboard or bubble wrap must be used. Furthermore, the packaging must ensure the appropriate temperature required for the contents of a mail item for the entire duration of postal handling and in particular with regard to the extremes of temperature (-25°C and +65°C) which may be encountered in equipment used in the performance of the postal service directly exposed to the weather, e.g. a Parcel Terminal. Conditions for posting which apply to packing items requiring special packaging for transport (e.g. fragile or dangerous goods) are given in APPENDIX 1 published on Magyar Posta's website.

2/A) If the mail item intended for posting consists of more than one piece, the separate items must in all cases be put in an overpack (e.g. a corrugated cardboard box, a sack, a wooden/metal/plastic box or film). The overpack and its sealing must be suitable to keep the

mail item together in the course of performing the postal service and for permanently bearing the necessary markings and inscriptions.

3) Clean, light-coloured packaging material must be used as cover which does not contain traces of previous postal handling and does not interfere with the legibility of the address label or postal handling and which is suitable for the permanent adherence of the address label, postage stamps and other markings.

4) Articles which are not usually wrapped in commercial practice (e.g. tyres, plastic barrels, metal/plastic cans, plastic containers, closed suitcases, handbags, travelling bags) or not wrapped based on a written contract with the sender and whose integrity together with the life, health and physical well-being of natural persons, and the integrity of other objects, mail items and postal equipment can be insured without separate packaging do not need to be packed. Several objects may not be tied together without being wrapped except when fulfilling the provisions of APPENDIX 1 with regard to dangerous goods transportable on certain conditions and their conditions for posting.

5) The packaging must ensure that the contents cannot be accessed without causing obvious damage to the cover.

6) The envelope or cover used for a mail item intended to be dispatched with the insured additional service may not be transparent even in part except for mail items which contain a single piece and mail items which have separate, individually wrapped contents within the packaging as well as mail items which contain several objects wrapped together whose individual items may be transported separately without wrapping in accordance with the provisions of APPENDIX 1 published on Magyar Posta's website on dangerous goods transportable on certain conditions and their conditions for posting.

7) Cuboid mail items intended to be sent abroad by international mail with the insured additional service or mail containing literature for the blind must comply with the following additional conditions:

- a) the packaging material must be wood, metal, plastic or other strong material and must be sufficiently durable for the contents; and
- b) the sides of wooden boxes must be at least 8 mm thick;
- c) the top and bottom sides of the cuboid item must be covered in white coloured packaging material to enable the addressee's address and the sum of the insured amount to be indicated on it as well as any service notes to be marked.

8) Special rules for packaging certain mail items which are not described under this point are given in the PRODUCT SHEETS for each product or service as well as in the document INSTRUCTIONS ON CORRECT ADDRESSING AND PREPARATION OF MAIL ITEMS FOR DISPATCH published on Magyar Posta's website.

### 3.4. Sealing items

1) It is the sender's responsibility to ensure that items are sealed as required by these GTC and the posting conditions given in APPENDIX 1 published on Magyar Posta's website and comply with the contents of the document INSTRUCTIONS ON CORRECT ADDRESSING AND PREPARATION OF MAIL ITEMS FOR DISPATCH published on Magyar Posta's website. The sealing must ensure that the contents of a mail item cannot be accessed without causing obvious damage to it.

2)<sup>2</sup>

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<sup>2</sup> Repealed on 22 November 2016

3)<sup>3</sup>

3.4.1. Special rules for sealing mail items intended to be posted with the insured additional service in domestic and international mail

1) The provisions of paragraph 1) of Point 3.4 must be applied when sealing postal parcels with a value up to a threshold of HUF 100,000 intended to be posted with the insured additional service.

2) For letters intended to be posted with the insured additional service and postal parcels with a value exceeding HUF 100,000 intended to be posted with the insured additional service, the sender must

- a) adhere, if an envelope is used, a light-coloured label which is affixed by its entire surface to the sealed flaps of the envelope in addition to the existing sealing;
- b) adhere the joining edges of the wrapping material of letter mail sent in packaging other than an envelope and intended to be posted with the insured additional service, and of postal parcels with the label described in sub-point a) or tie them with a single piece of knot-free tape and affix the ends of the tape with a label to the cover (the tape must be looped over itself where it meets to ensure that it cannot be removed from the cover of the mail item without cutting the tape);
- c) ensure that the fully adhered label described in sub-point a) is signed by the sender or that an individual stamp impression is applied in a way that part of the impression is applied to the label and the other part on the cover;
- d) ensure that the labels described in sub-point a) are affixed so that they do not overlap and do not touch.

2/A) Instead of applying the special rules for sealing (Point 2)), to seal a mail item Magyar Posta also accepts the sender's own sealing tape that ensures individual identification or a plastic seal ensuring individual identification which is fixed in a way that the tape or seal may only be removed causing obvious damage to the cover or the sealing.

3) An adhered address label may be used provided it is affixed to the cover by its entire surface and cannot be removed without obvious damage to the packaging (cover). A sewn address label may not be used on a letter intended to be posted with the insured additional service or on a postal parcel with a value in excess of HUF 100,000 intended to be posted with the insured additional service.

4) If the sealing applied by the sender does not comply with the requirements described in paragraphs 1) to 3), Magyar Posta will make entering into a postal service contract conditional upon using the postal sealing supplementary service according to the provisions of the separate PRODUCT SHEET.

### 3.5. Addressing items

1) Items must be addressed in clear, accurate, legible writing. Magyar Posta will not accept items for postal handling with an address that has been changed by crossing out, rewriting or any other means, or which contain traces of previous postal handling. The name of the addressee must appear on the item in its full form. More than one name may feature as the addressee.

2) The address must be typed, printed or handwritten in ink or ballpoint pen in Roman script and Arabic numerals on the cover or on an address label permanently affixed to the mail item,

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<sup>3</sup> Repealed on 22 November 2016

and on the accompanying document and list of addresses attached to the mail item ensuring that the text will remain easily legible throughout performing the postal service. The address label produced must contain the postal parcel's address, thus it is not compulsory to mark the address on the cover of the mail item. Unless the addressee gives other instructions, Magyar Posta will perform the postal service contract in accordance with the information provided on the address label. Permanently affixed address labels, in particular for mail items without wrapping, may be hanging, adhered or sewn. The address label must be affixed to the mail item or adhered smoothly to the cover by its entire surface to ensure that it cannot detach during postal handling.

3) The smallest dimensions of the side of postal parcels bearing the address and of hanging address labels: 120 x 175 mm.

4) On the front of letter-mail items, official documents, and mail items containing literature for the blind, a 70 x 100 mm blank rectangular space must be left for the details of the addressee and sender, and for postal notes for any potential additional and supplementary service(s), ensuring that the address of the sender and the addressee are clearly legible and separated.

5) The front of the mail item and in particular the space used for the postage paid marking (the right top corner of the mail item) may not contain a mark, label, imprint, drawing, etc. resembling a postage stamp in its material or shape.

6) On window envelopes the address must be marked on the content placed inside the envelope in a manner ensuring that the address is fully visible and legible through the transparent film when the mail item is sealed. It is important that the inner content must not be able to move to an extent which results in the address label becoming partly or fully hidden. Mail items may not be posted in an envelope with an open window (without the transparent film).

7) Magyar Posta regards the addressing of a mail item to be correct if it contains the following data in the order below in Roman script and Arabic numerals (if necessary Roman numerals):

- a) name of the addressee(s);
- b) the destination of the item (name of town);
- c) further address details (name of street, road, square, etc. and house number) including, if applicable, details such as staircase, floor, door and flat number, (the street name and house number as well as further precise address details together are hereinafter referred to as the address);
- d) the postcode for the address.

7/A) If a legal person or other organisation (hereinafter together "organisation") whose affairs are being wound up or administered by a court is featured as the addressee(s), the abbreviation "f. a." must be added to the company's full or short name for companies that are being wound up and the abbreviation "v. a." for companies that are being administered.

8) If the addressee is a post office box holder, the destination town, the postcode of the postal service outlet providing the PO box and the number of the PO box must be given and, if a postal parcel is addressed to a parcel storage address, the postcode of the postal service outlet providing the parcel storage and the number of the parcel storage address must be given. On mail items addressed to a PO box or a parcel storage address, a motto or a made-up name may be used instead of the name of the addressee based on a written contract made with the addressee.

9) In the address of "Poste Restante" items, in addition to the name of the addressee and the inscription "Poste Restante", the name and postcode of the postal service outlet where the item is to be collected must be given, and the address label of postal parcels must bear the

addressee's phone number suitable for receiving text messages, and in addition to this the addressee's e-mail address may also be given. Information on the postal service outlets designated for the delivery of "Poste Restante" items is given in column "M" in the document Postal Service Outlets published on Magyar Posta's website.

10) In the address of postal parcels addressed to a Postal Point, in addition to the name of the addressee and the destination town of the item, the name, street name, house number and postcode of the Postal Point where the postal parcel can be collected must be marked, and their address label must also bear the addressee's phone number suitable for receiving text messages, and in addition to this the addressee's e-mail address may also be given. Information on Postal Points is given in the document Postal Points (MOL; COOP) published on Magyar Posta's website.

11) In the address of postal parcels addressed to a Parcel Terminal under the provisions of the separate PRODUCT SHEET, in addition to the name of the addressee and the destination town of the postal parcel, the number of the Parcel Terminal and the postcode of the delivery point operating the Parcel Terminal where the item can be collected must be marked, and their address label must also bear the addressee's phone number suitable for receiving text messages and e-mail address. Information on Parcel Terminals is given in the document Parcel Terminals published on Magyar Posta's website.

12) On mail items with addressing listed in paragraphs 9) to 11) the name and address of the addressee as the mail item's secondary address must also be made available to Magyar Posta in the course of dispatch or by entering this information in the appropriate section of the online address label completion application if the sender uses this program to produce the item's address label. This is to ensure that Magyar Posta can attempt to deliver the item to the address given as the secondary address in the event that delivery to the primary address is unsuccessful.

12/A) In the case of services related to postal parcels sent to an address where according to the provisions of the separate PRODUCT SHEET in respect of the available additional services the services also include getting into contact with the addressee without paying an additional fee, besides the address data set out in paragraph 7), Magyar Posta requires that the address label should also contain the addressee's phone number, or – if it is necessary for providing the additional service used – the addressee's phone number suitable for receiving text messages and e-mail address.

13) In the address of mail items addressed to places in an inhabited area outside urban areas and items to be delivered through a rural drop point, in addition to the name of the addressee, the town, the postcode, the number of the rural drop point and, if known by the sender, the number of the letterbox must also be given. If the sender also marked the exact street name, Magyar Posta will use the address specifying the rural drop point in the course of delivery.

14) For the universal postal service and for mail items to be delivered in person, the addressee must be indicated in every case.

15) If the address of a mail item intended to be posted under the universal postal service includes a land registry reference number instead of the street name and house number, Magyar Posta will endeavour to deliver the item but accepts no liability if it fails in the attempt.

16) On letter-mail items, official documents, and mail items containing literature for the blind, the name of the destination town must, if possible, be indicated on the lower part of the right-hand side of the address in the manner given by the Hungarian place name gazetteer (Helységnevtár), in compliance with the official form without any suffixes.

17) On mail items sent within Hungary by domestic mail the postcode must be indicated in a separate line in the address.

18) If a foreign legal person, company without legal personality or natural person without a place of residence in Hungary has a delivery agent, the name (company name) and residence (registered office) of the delivery agent must be marked as the address on the documents to be delivered to the foreign person.

19) The sender must indicate its own address details (name of sender, address of sender, or pursuant to paragraphs 22) and 23) below the address of the principal, and the postcode for the address) in the top left corner of the front of a letter-mail item, official documents, and mail items containing literature for the blind, and on other mail items on the cover or an accompanying list to be used by Magyar Posta in case the item needs to be returned according to the following:

- a) on non-registered items, if the postage is not paid in cash, by postage stamp or reply coupon (for customers with a written contract);
- b) on registered items and items with free postage except for items containing tenders; and
- c) in the case of a mail consolidator.

19/A In the case of posting at the Parcel Terminal – in order to ensure the availability of the sender’s statement needed for performing the postal service contract – the sender must also state its telephone number on the address label.

20) On items containing tenders instead of the sender’s address details the word “Pályázat” (Tender) must be indicated.

21) If the sender indicates more than one postal address on the item as the return address, the address marked in the first place will be considered, and, if one of the addresses is a post office box address, the PO box address will be used for that purpose. For postal parcels the return address of the sender may not be a post office box, Postal Point (MOL; COOP) or Parcel Terminal, nor may it be addressed “Poste Restante”.

22) If a postal service contract is concluded with a mail consolidator, the consolidator and the principal must both be marked as the sender, and the address of the consolidator or the principal must also be marked as the return address in every case. The principal’s address may be marked on the item as the address for return delivery if the written contract between the consolidator and Magyar Posta includes this and on this basis the consolidator instructs the principal to receive items. In order to exactly identify the sender and the principal, Magyar Posta expects the item to be marked with the names of the respective parties next to the titles or the clear abbreviation of the titles “Feladó” (Sender) or “Konszolidátor” (Consolidator) and “Megbízó” (Principal).

23) If the requirements for identifying the person of the sender and the principal are not fulfilled by marking these titles, Magyar Posta will regard the first person clearly marked in the area containing the sender’s address details and other notes as the sender.

24) Magyar Posta publishes its further detailed requirements regarding the addressing and preparation for dispatch of mail items – with special attention to mail items intended to be posted by a mail consolidator – on its website in INSTRUCTIONS ON CORRECT ADDRESSING AND PREPARATION OF MAIL ITEMS FOR DISPATCH.

### 3.5.1. Other rules on addressing items intended to be sent by international mail:

- 1) If in the country which is the item's place of destination script or numerals other than Roman script and Arabic numerals are used, the address must also be written in Roman script and Arabic numerals. The name of the destination town and the destination country must be written in capital letters together with the correct postcode. The name of the destination town must be marked in the bottom right of the address if possible.
- 2) On mail items intended to be sent by international mail the address details described in paragraph 7) of Point 3.5 must be indicated in accordance with the following:
  - a) the order of the address details given in b) and c) is different for international mail items: the name of the addressee is followed in the next line by the street name, house number and, if available, other exact address details, followed by the postcode for the address and the name of the destination town in the third line of the address;
  - b) in addition to the above, the name of the country which is the item's place of destination in Hungarian must also be marked. It is advisable to indicate the name of the country in English as well in order to ensure smooth international processing.
- 3)<sup>4</sup>
- 4) The postcode must be positioned as part of the address in accordance with the provisions of sub-point a) of paragraph 2).
- 5) If the addressee is a post office box holder, the destination town, postcode of the postal service outlet providing the PO box and the number of the PO box must be given, and if a postal parcel is addressed to a parcel storage address, the postcode of the post office providing the parcel storage and the number of the parcel storage address must be given. On mail items addressed to a PO box or a parcel storage address, a motto or a made-up name may be used instead of the name of the addressee based on a written contract entered into with the addressee.
- 6) In the address of mail items addressed as "Poste Restante", in addition to the name of the addressee, the name and postcode of the postal service outlet where the item is to be collected must be given together with the country which is the item's place of destination, and the inscription "Poste Restante" must also be marked in the address.
- 7) The cover or the envelope may only contain one postal address for the sender as well as the addressee.
- 8) Mail items with a front that is partly or fully divided into several parts for the purpose of writing continuous addresses into them may not be posted.
- 9) Special rules for addressing certain mail items which are not described under this point are given in the PRODUCT SHEETS for each product or service.
- 10) Information on other requirements related to addressing mail items to be sent by domestic and international mail, and specimen addresses for such items are given on the links containing SPECIMENS and INSTRUCTIONS ON CORRECT ADDRESSING AND PREPARATION OF MAIL ITEMS FOR DISPATCH.

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<sup>4</sup> Expired on 13 July 2015.

### 3.6. Other general rules

#### 3.6.1. Documents in proof of dispatch, address labels and accompanying documents

- 1) The printed forms necessary for using postal services related to mail items intended to be posted in accordance with single-piece tariffs will be made available by Magyar Posta free of charge, in the quantity required for posting. Such forms must be handed over to Magyar Posta fully completed (except for data to be completed by Magyar Posta) at the time of posting the item unless the separate PRODUCT SHEET provides otherwise.
- 2) For mail items posted as registered, Magyar Posta provides the sender with a document as proof of posting and of entering into a postal service contract.
- 3) If there is a written contract between the sender and Magyar Posta, the document proving posting may be substituted by a code that may be traced by both contracting parties electronically, or by an electronically recorded database (hereinafter referred to as the electronic posting list). Under the provisions of the written contract between the sender and Magyar Posta an individually drafted document may also be used as the document in proof of posting.
- 4) The sender acknowledges that Magyar Posta may place an imprinted advertisement containing information of public interest or information regarding a postal service on the document proving posting or on the mail item or its accompanying document provided this does not influence the legibility of the dispatch and address details.
- 5) The address label prepared according to the given technical guide, the address label printed by the Parcel Terminal in the case of posting the postal parcel at the Parcel Terminal, or the appropriately completed accompanying document available from the postal service outlet placed in the self-adhesive plastic pouch used for this purpose must be affixed to the front (on the flat surface of the biggest side) of the items according to the provisions of the separate PRODUCT SHEET.
- 6) Information about the documents in proof of dispatch, address labels and accompanying documents for services and products is given in the PRODUCT SHEETS.
- 7) Information on completed specimens of the documents in proof of dispatch, address labels and accompanying documents is available at Specimens.

#### 3.6.2. Technical specifications

- 1) Senders with a written contract with Magyar Posta concluded for this purpose may produce the documents in proof of dispatch, the address labels and accompanying documents, barcode identifier and other postal labels required for posting mail items themselves, or have them produced based on the technical guide made available by Magyar Posta (but they must be approved by Magyar Posta before use). Unless a relevant written agreement provides otherwise, the production of the address label or barcode identifier based on the technical guide or the software provided by Magyar Posta is the task of the sender.
- 2) Information about the technical specifications for services and products (documents in proof of dispatch, address labels and accompanying documents, barcode identifier, label) is given in the PRODUCT SHEETS.

#### 3.6.3. Other information on posting items sent by international mail:

- 1) Import bans (restrictions) related to the contents of mail items may be in force in the destination country and in the countries participating in mail handling.



2) In relation to items intended to be sent by international mail, information on import bans known to Magyar Posta is available from the RANGE OF ARTICLES EXCLUDED FROM INTERNATIONAL MAIL TRAFFIC published by the Universal Postal Union (UPU) and maintained by the foreign postal operators as well as Magyar Posta's CENTRAL CUSTOMER SERVICE. Magyar Posta assumes no liability for not providing comprehensive information. Attention must be paid to special rules relating to the carriage of hazardous goods by air, which must be taken into account and applied in addition to those for road transport. Furthermore, it must also be noted that airlines may have stricter regulations than those prescribed by the general and special regulations, thus it is advisable to seek advice in every case prior to the transport of such goods.

Prior to posting the items, further information regarding special provisions for specific countries can be obtained from each country's embassy or trade mission in Hungary.

3) Information on customs clearance and the handling of international mail items is available in the document CUSTOMS CLEARANCE published on Magyar Posta's website.

4) Certain countries lay down specific customs regulations regarding import mail items to their country, primarily concerning the duty and tax burdens related to the item's contents and quantity, as well as certain preliminary requirements prior to import. Information regarding these can be obtained from each country's embassy or trade mission in Hungary prior to posting the items.

5) In order to accelerate delivery and, if necessary, customs clearance for a mail item intended to be sent abroad by international mail, it is expedient to indicate the addressee's telephone and fax number or e-mail address as well. This information should only be indicated with the prior consent of the addressee of the mail item.

6) Information on the conditions for posting and the delivery of items intended to be sent by international mail is given in the Country Guide.

### 3.7. Interruption of service

1) Interruption preventing the use of the universal postal service means a planned or unplanned temporary suspension of the operation of postal establishments during which time the provision of the universal postal service cannot be ensured within the normal course of business but, after the circumstance causing the suspension has ceased, the provision of the universal postal service will resume on conditions at least equivalent to those preceding the suspension.

2) Magyar Posta provides information about planned interruptions in the provision of the universal postal services by announcement in the customary manner at the postal establishment in question prior to the planned date of the temporary suspension. Magyar Posta keeps an up-to-date version of the information relating to the daily opening hours of permanent postal outlets in the document Postal Service Outlets published on Magyar Posta's website in order to provide information about planned interruptions.

3) During unplanned interruptions in the use of the universal postal service Magyar Posta advises users and the general public about where and when the universal postal service can be accessed through Magyar Posta's CENTRAL CUSTOMER SERVICE and in the document POSTAL SERVICE OUTLETS published on Magyar Posta's website. In the period of unplanned temporary suspension of service affecting a permanent postal service outlet, provided this is not excluded by the nature of the circumstance causing the interruption, Magyar Posta is obliged to give information in writing about the location and accessibility of the nearest permanent postal service outlet in time, positioned at the entrance of the permanent postal

service outlet affected, in a manner that is also visible at the time when the establishment is closed.

4) Magyar Posta may refuse to enter into a postal service contract if the conditions required to perform the service are temporarily unavailable due to reasons beyond its control.

5) In order to comply with ADR regulations or dependent on the availability of its transport capacity, Magyar Posta may restrict the use of certain postal products or services, additional services and/or supplementary services if the contents of the mail item are deemed dangerous under the provisions of points 1 to 3 of Chapter II of the document APPENDIX 1 published on Magyar Posta's website.

### 3.8. Contents and conclusion of a written contract

1) If a written contract is concluded for the use of a service offered by Magyar Posta (including additional and supplementary services), with regard to its provisions the provisions of the Civil Code must be applied unless otherwise provided by an agreement between the parties, these GTC or the PRODUCT SHEET. In the written contract Magyar Posta may undertake the fulfilment of additional and supplementary services which are not contained in these GTC or in the separate PRODUCT SHEET.

2) A condition of concluding a written contract is for the party contracting with Magyar Posta to provide proper proof of identity and of entitlement to conclude contracts. Magyar Posta regards the other party as properly identified if the identity of the other party is proved in accordance with paragraph 6) of Point 6.10 and, in the event that the other party is acting on behalf of another natural person or an organisation, his or her power of representation is supported by an authorisation in the case of a natural person and the documents listed in paragraphs 1), 3) and 5) of Point 6.10 in the case of an organisation.

3) In interpreting these GTC, Magyar Posta will hereafter also regard contracts which are concluded online by completing an electronic order after preliminary registration on the website WWW.POSTA.HU (My Post page) as a written contract.

## 4. The postal service contract

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### 4.1. The postal service contract – contracting parties

1) The contracting parties of the postal service contract are the sender and Magyar Posta, and the subject of the contract is the provision of the postal service.

2) The postal service is a service covering the acceptance, collection if necessary, processing, transport and delivery of mail items, or any of these activities, provided in the framework of an economic activity.

3) Magyar Posta may involve a postal contractor intermediary (hereinafter referred to as the Post Partner) in the provision of the postal service who will perform this activity in the name, for the benefit and under the liability of Magyar Posta.

4) The sender is the person who enters into a postal service contract with Magyar Posta in the sender's own name.

### 4.2. Subject of the postal service contract

1) Pursuant to the postal service contract Magyar Posta undertakes to accept from and forward for the sender mail items of the content, packaging, sealing, size, addressing and weight that

are weighed together with the necessary labels and accompanying document required for using the service and meet the criteria specified in these GTC and relevant legislation for a fee, and to deliver, or attempt to deliver, such items to the addressee or other authorised recipient at the address indicated by the sender unless otherwise instructed by the addressee within the specified time limit if the sender chose a time-guaranteed service. Magyar Posta undertakes to conclude the postal service contract based on the conditions indicated in the provisions of the separate PRODUCT SHEETS for the given product or service for the contents that may be placed in the item, and for the mail item's size, weight and other typical characteristics in accordance with the sender's instructions, and accordingly to handle and charge for the mail item in the course of the provision of the service as a letter-mail item, official document or mail item containing literature for the blind, or a postal parcel.

2) It is the sender's duty to ensure the general conditions for using the service, and in particular those related to the contents, packaging, sealing and addressing of the items, in accordance with the provisions of Point 3 of these GTC prior to concluding the postal service contract.

3) Magyar Posta accepts, handles and prices domestic mail items intended for dispatch addressed to a postal address that cannot be delivered to a letterbox due to their dimensions only as registered mail items not classified as a letter-mail item. In defining the dimensions of mail items that cannot be delivered to a letter box Magyar Posta considers the size of the standard letterbox pursuant to MSZ EN 13724:2013 and the dimensions of the mail items that can be delivered to the standard letterbox (maximum size: 324 mm x 229 mm x 24 mm).

4) A mail item is an item with a maximum weight of 40 kg – including, if applicable, the receptacle and the unit load (unit box, box, sack, pallet, container) – which has an address on the item itself, on its packaging or on the attached list, or any item qualifying as a mail item under the relevant legislation. For the purposes of these GTC mail items are letter-mail items (correspondence), official documents literature for the blind items and postal parcels.

5) Registered items are mail items whose acceptance Magyar Posta acknowledges in writing or by other means providing proof and whose delivery is acknowledged by the authorised recipient on the document specifically for this purpose or on another technical device for recording signatures, or using another method enabling the recording of the identifier verifying the entitlement to receive the item in accordance with Point 6.4.4. Of the services offered in these GTC, postal services related to registered mail items are classified as services which subsequently provide proof of posting a mail item.

6) Under the universal postal service Magyar Posta ensures the acceptance of mail items listed under Point 7) on working days as well as the attempted delivery to the address fulfilling the obligation laid down in Points 11.2.1 to 11.2.4 and 11.2.6 to 11.2.7, taking into account the exceptions laid down by law.

7) Services related to the following mail items are classified as universal postal services:

- non-registered domestic and international mail items weighing no more than two kilograms other than the items defined in paragraphs b) to d);
- domestic and international postal parcels weighing no more than twenty kilograms;
- domestic and international mail items containing literature for the blind; and
- official documents.

8) Under the universal postal service Magyar Posta enables, based on the sender's instructions, the use of the registered additional service for mail items specified under sub-points a) and c) of paragraph 7) and the use of the advice of delivery and insured additional services for items specified under sub-points a) to c) of paragraph 7).

#### 4.2.1. Universal postal services

##### 1) Services related to letter-mail items

- a) Services available with domestic letter-mail items
  - aa) Priority and non-priority letter, postcard, picture postcard
  - ab) Domestic reply mail service
  - ac) Contractual, discount direct mail (k-dm)
- b) Services available with international letter-mail items
  - ba) Priority and non-priority letter, postcard, picture postcard
  - bb) FLEXI Business letter (priority, normal)
  - bc) International business reply mail service
  - bd)<sup>5</sup>
  - be) "M" sack

##### 2) Official document, official document to addressee in person

##### 3) Services related to postal parcels

- a) Services available with postal parcels in domestic mail
  - aa) MPL postal parcel
- b) Services available with postal parcels in international mail
  - ba) Priority and non-priority international postal parcel

##### 4) Literature for the blind items

#### 4.2.2. Items that can be posted under a postal service substituting the universal postal service

1) Magyar Posta provides a postal service substituting the universal postal service for the following letter-mail item:

- a) delivery-after-payment letter

2) Magyar Posta provides and may provide postal services substituting the universal postal service based on conditions other than those specified in these GTC and laid down by written contract with individual tariffs.

#### 4.2.3. Items that can be posted under a postal service not substituting the universal postal service

##### 1) Domestic services related to letter-mail items

- a) "Delivery to addressee only" letter

##### 2) Services related to postal parcels

- a) Services available with domestic postal parcels
  - aa) Domestic EMS express mail
  - ab) MPL Courier service
  - ac)<sup>6</sup>
  - ad) MPL Business parcel
  - ae) MPL Net parcel

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<sup>5</sup> Repealed on 1 January 2017.

<sup>6</sup> Repealed on 22 November 2016.

- b) Services available with international postal parcels
  - ba) International EMS express mail
  - bb) Europa+ parcel
  - bc) MPL Europe Standard parcel<sup>7</sup>
  - bd) Inverz MPL Europe Standard parcel (return goods)
  - be) International commercial parcel (only by written contract, pursuant to the provisions of the written contract)
  - bf) Posta Sped International (only by written contract, pursuant to the provisions of the written contract)
  - bg) Direct Parcel (only by written contract, pursuant to the provisions of the written contract)

#### 4.3. Conclusion, amendment, refusal and termination of the postal service contract

##### 4.3.1. Conclusion of the postal service contract

1) The postal service contract is concluded between Magyar Posta and the sender upon the acceptance of the mail item at the acceptance point or by undertaking to perform a service.

2) Magyar Posta's acceptance points:

- a) postal service outlets classified as acceptance points that are not at operational units;
- b) the National Logistics Centre, International Office of Exchange, Logistics Units, the Pest Letter Centre Post Office and the Complex Logistics Centre;
- c) the mobile post service, postboxes, the Parcel Terminal and other devices for the acceptance of mail items ensuring their safety and integrity.

3) The date and time when the sender appears at the acceptance counter in order to hand over a mail item for acceptance and dispatch, and the actual date and time when Magyar Posta closes the acceptance process (i.e. enters into a postal service contract unless this happens at the time of undertaking a service) may differ, especially in periods of heavy traffic (e.g. period of tax returns, last day of posting deadlines). Magyar Posta marks the date of the actual day when the postal service contract is entered into on the document issued in proof of dispatch and (also) on the mail item if a date stamp is used on it. For time-guaranteed services the specific time is marked in addition to the date on the document issued in proof of dispatch.

4) If the sender has an interest in posting a mail item by or at a specific time or in having the acceptance of a mail item (i.e. entering into a postal service contract) acknowledged by or at a specific time, the sender must pay attention to the fact that the date and time of appearing at the acceptance counter in order to dispatch a mail item, and the actual date and time when Magyar Posta closes the acceptance process (i.e. enters into a postal service contract) differ, and must bear in mind the differences in the operation of the acceptance points including opening hours, period of availability and possibly longer than average queuing times in extraordinary periods as described above.

##### 4.3.2. Amendment of the postal service contract – subsequent instructions

1) The sender of a mail item may give a subsequent instruction to change the address details of the mail item, and (with the exception of "Delivery-after-payment" letters, "Delivery to addressee only" letters and e-notification) may request additional and supplementary services as well as the priority service, and may make amendments to or cancel ordered services, or request the return of the mail item.

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<sup>7</sup> Magyar Posta will not apply the provision given in this point from the date of entry into force of the amendment to the GTC (22 November 2016). Magyar Posta will publish separate prior notice of the starting date of the application of the provision given in this point.

1/A) Based on the principle of good faith and fair dealing, the contract may be amended by the sender's subsequent instruction insofar as it is compatible for Magyar Posta with the already commenced performance of the original postal service contract. If the sender requests the return of the mail item by giving a subsequent instruction, the provisions of the GTC, Point 4.3.4, will prevail.

2) Magyar Posta endeavours to fulfil subsequent instructions, but accepts no liability for not performing them due to reasons beyond its control.

3) Subsequent instructions, with the exception of a request to return a mail item made at the postal service outlet which accepted the mail item for postal handling, may be given at any postal service outlet in writing by presenting proof of the sender's identity and the original document in proof of dispatch for the mail item (dispatch receipt, posting list, dispatch book), or for non-registered letter-mail items and mail items containing literature for the blind by attaching a copy of the mail item's address label which is identical to the original. Magyar Posta will return the original document in proof of dispatch (dispatch receipt, posting list, dispatch book) of registered mail items after the instruction has been registered. The sender may authorise other persons to give subsequent instructions by providing a letter of authorisation for this purpose.

4) For subsequent instructions an extra fee covering the costs incurred by changing the postal service contract must be paid.

5) If changing the sending address of the mail item results in the forwarding or returning of the mail item to another postal service outlet, the sender must also pay the fee for forwarding or returning the mail item.

6) Magyar Posta's Central Customer Service provides information about the possibility of subsequent instructions for mail items sent abroad as well as the countries providing this service.

#### 4.3.3. Refusal to conclude a postal service contract

1) Magyar Posta may refuse to enter into a postal service contract if

- a) the fulfilment of the postal service contract infringes the law or an agreement executed under an international agreement concluded in accordance with the Universal Postal Convention;
- b) paragraph 2) of Point 3.2 applies;
- c) paragraph 8) of Point 3.2 applies if the sender does not comply with its obligation to provide evidence;
- d) the preparation of the mail item or the data required for the performance of the postal service contract given on the documents in proof of dispatch, on the address labels or on the accompanying documents do not comply with the regulations specified in Point 3) of these GTC or other regulations laid down in APPENDIX 1 published on Magyar Posta's website or referred to by the separate PRODUCT SHEET.
- e) in accordance with the provisions of point 3.2, paragraph 8/A b), the sender fails to make the written statement described in that point.

1/A) Concluding a postal service contract, or using any additional and supplementary service or discount simultaneously with concluding a postal service contract infringes the law particularly if there is reasonable suspicion that the user's intention in using the service violates the principle of good faith and fairness.

2) If Magyar Posta becomes aware of any of the reasons for refusal specified in Point 1) after the conclusion of the postal service contract, Magyar Posta is obliged to refuse to perform (or

to continue to perform) the service, and notify the sender thereof providing the reason hindering the performance of the service or the continuation of the performance of the service. Any additional costs incurred by returning the mail item to the sender or by delivering it to another location (including those incurred by official actions) must be borne by the sender.

3) Apart from the reasons described in paragraph 1), Magyar Posta may only refuse to enter into a universal postal service contract with respect to mail items conforming with the weight and size limits to be sent under the universal postal service if the provision of the universal postal service is suspended or restricted in accordance with Point 3.7 or in accordance with the law.

#### 4.3.4. Termination of the postal service contract

1) The postal service contract will terminate

- a) if the termination of a postal service contract for a non-registered mail item is initiated by the sender following its acceptance but prior to the collection of mail;
- b) if the sender initiates the termination of a postal service contract for a registered mail item provided that the sender's declaration to this end can be fulfilled based on paragraph 2) and
  - ba) Magyar Posta acts in accordance with this or
  - bb) the contents of the declaration are not fulfilled due to reasons attributable to Magyar Posta;
- c) if Magyar Posta refused to perform the postal service contract after entering into the contract;
- d) when Magyar Posta has performed the service undertaken in the postal service contract.

2) Magyar Posta considers the sender's declaration to terminate a postal service contract possible to fulfil if

- a) a registered mail item sent to a domestic destination or arriving from abroad to Hungary is still in the phase of preparation for delivery;
- b) a mail item sent to a foreign country (to be delivered abroad)
  - ba) is still being handled by Magyar Posta;
  - bb) or – if it has already been forwarded from Hungary – is still in the phase of preparation for delivery by the foreign postal service provider participating with Magyar Posta in fulfilling the service and the foreign service provider's general terms and conditions do not explicitly exclude the possibility of terminating a contract (returning the mail item).

3) Magyar Posta will endeavour to fulfil the request contained in the sender's declaration to terminate a postal service contract but accepts no liability for not performing as requested. In the event that the postal service contract is terminated as described in this paragraph, Magyar Posta will reimburse the fee paid upon posting, reduced by the costs incurred, to the sender.

4) If the sender

- a) terminates the postal service contract after posting a mail item while the mail item is still at the acceptance point, Magyar Posta will reimburse the postage paid;
- b) terminates the postal service contract after the mail item has been forwarded from the acceptance point to the sorting centre, Magyar Posta will reimburse the difference of the postage paid and the costs incurred in order to perform the postal service contract.

4/A) Magyar Posta will perform the service undertaken in the postal service contract

- a) by delivering the mail item to the authorised recipient, or

- b) by returning to the sender mail items that cannot be delivered to the authorised recipient, or
  - c) by retaining mail items that cannot be returned to the sender as described in paragraph 7) and following the process thereafter.
- 5) Unless a written contract between Magyar Posta and the sender provides otherwise, Magyar Posta will not deliver a mail item if the sender – or the addressee or authorised recipient under the additional “addressee pays” service – failed to pay the postage.
- 6) Magyar Posta will return the mail item described in paragraph 5) to the sender. Upon return delivery, Magyar Posta may make the handover of the mail item to the sender conditional on the reimbursement of the costs of the return. Information on this is available from the document “OTHER FEES RELATED TO POSTAL SERVICES” published on Magyar Posta’s website. If the sender does not reimburse the costs of the return delivery or the return is not possible for reasons beyond Magyar Posta’s control, the mail item will be classified as undeliverable.
- 7) Magyar Posta will retain the undeliverable mail item. With regard to retention Magyar Posta will apply the rules of the Civil Code concerning responsible custody with the following exceptions. Magyar Posta will
- a) keep mail items for three months from their date of posting and then destroy them, except for the cases specified in points b) and c);
  - b) keep postal parcels for three months from their date of posting and then open them;
  - c) open mail items immediately if there is suspicion that the content of a mail item is hazardous or perishable, the retention of which cannot be expected of Magyar Posta for the period specified in points a) and b).
- 8) After opening an item, if the mail item contains goods of commercial value, Magyar Posta will sell the goods, and in other cases will destroy the contents of the mail item.
- 9) Magyar Posta performs the opening, sale and destruction of mail items in a two-member committee and records the events. Magyar Posta appoints the members of the committee from its employees, members, agents or postal contractors. Magyar Posta retains the record of the events for one year from the date of posting.
- 10) Magyar Posta devotes the proceeds from the sale of items described in paragraph 8) to reducing the costs generally incurred by the retention of undeliverable mail items or retains them for this purpose.

## 5. Settling fees for services

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### 5.1. Establishing and settling the fees for services

- 1) Users of services must pay the fees for the services/additional and supplementary services used as announced in these GTC in the legal tender of Hungary in accordance with the provisions of the separate PRODUCT SHEETS.
- 2) The fees payable for the postal service/additional and supplementary services must be paid upon the conclusion of the postal service contract unless the law or the parties provide otherwise. The conditions for the means of paying the fees for certain services/additional and supplementary services (cash, bank transfer, payment transaction by bank card, and the application of the provisions of the GTC for Magyar Posta’s Loyalty Card Programme



published on Magyar Posta's website) must be borne in mind. These are described in the provisions of the PRODUCT SHEET for the given service/additional and supplementary service. Magyar Posta publishes on its website SEPARATE INFORMATION about bank card payment transactions at certain postal service outlets and provides information in situ at the postal service outlets about the actual post offices and workplaces with the appropriate IT background to offer this payment option as well as the range of services available there.

3) No indication referring to the payment of a fee or to its means of payment may appear on a mail item unless the settlement of the fee for the service or additional/supplementary service took place at the time the postal service contract was entered into or at another time stipulated by law or by the agreement of the parties.

4) The service fee is comprised of the basic fee and the fee for any requested additional or supplementary service. Information about the amount of discounts applicable to postal services offered by Magyar Posta and the conditions of applying such discounts is available on the web page Postal Services GTC.

5) Information on the postage paid marks used by Magyar Posta is given in the document POSTAGE PAID INDICIA published on Magyar Posta's website.

## 5.2. Means of paying for postage

### 5.2.1. Paying for postage using a postage stamp

1) Postage stamps are stamps issued by Magyar Posta which can be used to pay for the postage of mail items and are marked with their face value and the country's name "Magyarország" or its foreign language equivalent, e.g. Hungary.

2) Magyar Posta accepts postage stamps with a face value in whole Hungarian forint issued in Hungary after 1 August 1946 marked with the inscription "Magyarország" only to settle the fee for postal services for letter-mail items that can be posted under the universal postal service.

3) Magyar Posta does not accept the following items to settle the fee for postal services for letter-mail items that can be posted under the universal postal service:

- a) cut out or separated postage stamps, value indications, value imprints or the black print versions of postage stamps;
- b) postage stamps or postage paid indicia already used to pay for postage earlier or which are damaged or incomplete;
- c) postage stamps which are adhered on each other, one covering the other;
- d) postage stamps or postage paid indicia which are not clearly visible and postage stamps which cannot be cancelled in accordance with the rules;
- e) postage stamps or other postage paid indicia on which the stamp design or the postage paid indicia have been altered in any way;
- f) postage stamps and other postal articles of value with a face value in fillér and not whole forints;
- g) postage stamps and other postal articles of value issued with the inscription "Magyar Posta".

4) If possible, senders should use a single postage stamp of the appropriate value issued in Hungary to pay for postage on letter-mail items and the postage stamp must be adhered with its entire surface in the right top corner of the front of the mail item.

4/A) If the sender posts a value-indicated envelope, postcard or picture postcard (with an imprinted stamp) as a mail item, any difference in price arising from the service used, the priority service, or an additional or supplementary service may be paid in cash or by a postage

stamp, postage stamp with no value indication, franking machine or a postage paid label substituting the postage stamp ensuring that the value indication is not covered. A value-indicated envelope (with an imprinted stamp) may be used to pay for a service with a fee which is less than the value imprinted on the envelope, but in this case the sender is not entitled to the difference in price.

5) Magyar Posta has no objection to the sender adhering a large postage stamp on the postcard, picture postcard or envelope folded onto the back provided the stamp is completely intact.

6) If more than one postage stamp is required to pay for postage, the stamps must be placed above the address proceeding from right to left. If there are so many postage stamps that this space is insufficient, the stamps may be adhered to the empty spaces on the front and only if necessary to the back of the mail item. On postcards and picture postcards postage stamps may only be adhered onto the front of the item to pay for postage. Postage stamps adhered to the back of postcards and the picture side of picture postcards will not be considered paying postage.

7) Magyar Posta issues and sells postage stamps with a surcharge. On postage stamps with a surcharge either the amount of the postage paid or the service available for letter-mail items posted under the universal postal service is indicated as well as the surcharge separated by a “+” sign. When the period for collecting the surcharge expires, a postage stamp with a surcharge can also be sold without the surcharge. The surcharge serves a public purpose and cannot form part of the postage paid amount. The fee for a postal service for letter-mail items that can be posted under the universal postal service can also be settled with a postage stamp with a surcharge.

8) Magyar Posta accepts special postage stamps and a letter-mail item with a First Day Cover to pay for postage within five working days of cancellation including the day of cancellation. If posting occurs later than this, the fee for the service must be paid again.

#### 5.2.1.1. Paying for postage with a postage stamp with no value indication

1) Stamps without an amount in HUF may also be used after price changes for no additional charge. The inscriptions of stamps, services paid for by stamps and other services available with additional postage are described in the document POSTAGE STAMPS WITH NO VALUE INDICATION published on Magyar Posta’s website, while the selling price of postage stamps is given in the document OTHER FEES RELATED TO POSTAL SERVICES.

2) Paying the fee by postage stamp with no value indication:

- a) By paying additional postage, further domestic and international services, and additional and supplementary services may be used for letter-mail items which have postage stamps with no value indication. The difference in the fees for the mail item, and the fees for the requested priority or additional and supplementary services may be paid by postage stamp, postage stamps with no value indication, cash, postage franking machine and a postage paid indication printed on a label, ensuring that the postage stamp with no value indication (including Your Own Stamps) is not covered;
- b) in all cases the total postage fees of the postal services appear on the document proving posting of the mail item;
- c) several types of stamp with no value indication and several stamps of the same type may be used to post a letter-mail item;
- d) a postage stamp with no value indication may be used to pay for the postage of letter-mail items with a postage fee which is lower than the fee for the service that may be used with the stamp with no value indication, but the sender may not claim a refund of the difference in postage;

- e) the postage of mail items to be sent by international mail may be paid for with stamps with no value indication inscribed "Belföld" (Domestic) (including Your Own Stamps) supplementing the fee as necessary. Likewise, the postage fee of an item to be sent by domestic mail may be paid for by European priority and outside Europe priority inscribed stamps with no value indication, but the sender may not claim a refund on the difference in postage.

#### 5.2.2. Prepaid envelopes and postcards

- 1) Prepaid envelopes and postcards are postal articles of value with stamp imprints which contain no value indication in HUF. The envelope serves to post letter-mail items and may be posted after sealing the entire flap of the envelope, and there is no weight limit within the weight category relating to letters.
- 2) Prepaid envelopes may only be used in the range indicated on the envelopes or separately given in the document POSTAGE PAID INDICIA (domestic or international) published on Magyar Posta's website.
- 3) Further additional and supplementary services for both domestic and international destinations may be used for items posted in prepaid envelopes and for prepaid postcards by paying additional postage, and such items may also be posted as priority if the prepaid envelope does not contain this service already. In all cases the total postage of the postal services appears on the document which proves the posting of the mail item.
- 4) Information on the prepaid envelopes and postcards sold by Magyar Posta is given in the document POSTAGE PAID INDICIA published on Magyar Posta's website.

#### 5.2.2/A. Packaging boxes bearing the prepaid label

- 1) Packaging boxes bearing the prepaid label are postal articles of value with no value indication (not indicating a HUF amount), which can be used exclusively in the case of services where the separate PRODUCT SHEET contains an explicit instruction relating to the possibility of using this method of paying for postage.
- 2) Further additional and supplementary services are also available with additional postage for items posted in packaging boxes bearing the prepaid label. In all cases the total postage of the postal services appears on the document in proof of dispatch and the address label for the mail item.
- 3) Information on the packaging boxes bearing the prepaid label and sold by Magyar Posta is given in the document POSTAGE PAID INDICIA published on Magyar Posta's website.

#### 5.2.3. Paying for postage with a reply coupon

- 1) Magyar Posta exchanges reply coupons issued based on the Universal Postal Convention for postage stamps and accepts them as postage to settle the fee for postal services for letter-mail items that can be posted under the universal postal service.
- 2) The international reply coupon is issued by the Universal Postal Union. Magyar Posta counts the reply coupon in the postage of a mail item sent by domestic or international mail at the value of the postage of a non-standard, 20 g, non-registered priority letter to "other countries", or, upon request, exchanges the reply coupon for a postage stamp of the same value until the expiry of the validity period marked on the reply coupon.

3) Magyar Posta does not accept a reply coupon for paying for postage if it is damaged or incomplete or if the period for acceptance marked on it has expired. Furthermore, Magyar Posta does not accept old-style reply coupons which do not feature an expiry date for paying for postage.

#### 5.2.4. Paid on credit

1) The fees for domestic and international mail items, and for the related additional and supplementary services may be settled subsequently by bank transfer (paid on credit).

2) Under the contract for services paid on credit postal services may be used at the postal service outlets specified as acceptance points in a written contract concluded with Magyar Posta.

3) When using contract for services paid on credit, the sender undertakes to fulfil the following conditions:

- a) the monthly turnover specified in written contract for services paid on credit must be met. If Magyar Posta establishes in a turnover review that the sender's average monthly net turnover does not reach the amount specified by the written contract, Magyar Posta may discontinue paid on credit with immediate effect, simultaneously notifying the sender, and terminate the written contract;
- b) the sender's details are indicated on the mail items in accordance with Point 3.5;
- c) mail items must be given a barcode item identifier as well as appropriate postal labels to indicate the use of the priority or additional and supplementary services. Mail items must be addressed in accordance with the provisions of Point 3.5 (name of addressee, destination town, street and house number and other details, postcode) and/or supplied with an address label or accompanying document bearing the address and after that the items must be weighed;
- d) the inscription "Díj hitelezve" (Postage paid) (for international mail "Taxe Percue") must be indicated on the mail item in the manner described for POSTAGE PAID INDICIA published on Magyar Posta's website;
- e) the items must be priced according to item type and domestic or international destination, and the data must be entered in either a paper-based or an electronic posting list or dispatch book. The posting list or dispatch book must be issued in accordance with postal regulations and in the number of copies specified therein;
- f) apart from the address details, the item's ID number, the name of the postal service outlet classified as the acceptance point, the date of posting, and the additional and supplementary service sections must also be completed on the accompanying documents and on the advice of delivery form;
- g) mail items must be prepared for posting as follows:
  - ga) non-registered items must be grouped according to domestic and international destinations, item type, weight category and number of items;
  - gb) registered items must be grouped according to domestic and international destinations and fee factor, and within this with the ID numbers in ascending order, arranged according to the sections of the posting list or dispatch book;
  - gc) priority items must be grouped separately from non-priority items in the same manner as described in the previous two subparagraphs;
- h) EMS express mail items for posting must be handed to the collector of mail items at the premises specified when ordering the service, and MPL Courier service items to the postal courier employee, accompanied by the posting list or dispatch book.

4) Magyar Posta undertakes the following under the contract for services paid on credit:

- a) to make available free of charge the necessary barcode identifiers and postal labels for grouping mail items, equipment necessary for transport as well as printed postal forms for posting in the quantity required in view of the sender's turnover;

- b) to issue plastic pouches to hold the document for the “Delivery-after-payment” letter service and the accompanying document of postal parcels dependent on use prior to posting the item.

5) If in the course of posting mail items at postal service outlets classified as acceptance points Magyar Posta finds mail items which do not meet the posting criteria in terms of packaging, sealing or addressing, or finds an inappropriate entry in the relevant documentation, Magyar Posta will correct these errors. Magyar Posta also inspects whether the tariff established by the sender is correct and rectifies inappropriate data if the tariff is incorrect. With differences or irregularities that cannot be corrected, the mail items and the posting list or dispatch book are returned to the sender in order to have them corrected or rearranged, or a new list issued.

5/A) If in the course of accepting part or all of the mail items handed over to Magyar Posta at the same time for dispatch under the contract for services paid on credit the acceptance process cannot be completed on the day of the handover due to an unavoidable obstacle, Magyar Posta will perform the remaining activities on the next working day.

6) Other conditions for the use of paid on credit are given in the relevant written contract.

#### 5.2.5. Payment of postage using a franking machine

1) Based on a written contract signed with Magyar Posta and pursuant to the conditions laid down in it, senders who have a franking machine may pay the postage on mail items dispatched using a franking machine, and the value imprint of the franking machine serves to indicate this.

#### 5.2.6. “Postage paid in cash” mark

1) Magyar Posta uses a stamp imprint “készpénzzel bérmentesítve” (postage paid in cash) to indicate the payment of the postage of at least 100 letter-mail items simultaneously. Magyar Posta uses the same postage paid mark if on letter-mail items postage stamps of the same value as the paid fee for the service (the required priority or additional and supplementary service) can only be positioned as described in sub-points c) and d) of paragraph 3) of Point 5.2.1.

2) Magyar Posta uses the “postage paid in cash” mark on letter-mail items to indicate that the difference in fees has been paid for a mail item posted using a postal article of value which covers part of the fee for the postal service required. Magyar Posta takes into account the price of the postal article of value based on its marked face value in the payment of the fee.

#### 5.2.7. Postage paid indication applied by a date stamp

1) A postage paid indication used by Magyar Posta applied by postal service outlets which have no possibility to print the postage paid label substituting the postage stamp on mail items posted under a postal service containing value added tax.

#### 5.2.8. Postage paid included in the address label

1) Postage paid for services relating to postal parcels provided by Magyar Posta is indicated by a date stamp in the case of item acceptance at postal service outlets not having the possibility to print the address label, while in other cases it is indicated by the address label..

#### 5.2.9. Address labels printed by the Parcel Terminal

- 1) If the postal service contract is concluded by accepting the postal parcel at the Parcel Terminal, following payment of the service fee the address label printed by the Parcel Terminal – containing data indicating the number of the Parcel Terminal stated as the place of acceptance, the date of acceptance and the identification number of the postal parcel – shall certify settlement of the fee.

#### 5.2.10. Postage paid label and imprint

- 1) A postage paid indication (stamp) placed by Magyar Posta on the mail item or the cover of a mail item, used in accordance with the provisions of the document POSTAGE PAID INDICATION published on Magyar Posta's home page, which proves that the service fee has been paid.

#### 5.3. Insufficiently postage paid items<sup>8</sup>

- 1) Unless a written agreement provides otherwise, if letter-mail items to be sent by domestic mail – including mail items accepted through a postbox – are posted without paying the fee for the service at the same time and with no postage paid indication or with insufficient postage paid, the addressee or other authorised recipient must pay the fee for the service or the part of the postage due plus an extra charge.

- 2) If the addressee or other authorised recipient does not pay the postage due and the extra charge, Magyar Posta will return the mail item to the sender.

- 3) In the case of postal parcels accepted at the Parcel Terminal, if the fee of the services is not paid on acceptance, or if it is paid deficiently, or when using packaging boxes bearing the Prepaid label a difference is detected between the service used and the fee paid during inspection performed by Magyar Posta following forwarding from the acceptance point, Magyar Posta shall contact the sender on the telephone number made available by the sender, in order to be able to perform the postal service contract.

- 4) If the sender cannot be contacted on the telephone, Magyar Posta shall return the postal parcel accepted at the parcel Terminal to the sender, without attempting delivery to the addressee.

- 5) If on the basis of the postal service contract the charge, extra charge or the difference is not paid either by the addressee or a different authorised recipient, or by the sender, Magyar Posta shall handle the postal item as an item that cannot be returned to the sender.

#### 5.4. Exchange of erroneous articles of value

- 1) With the exception of postage stamps, Magyar Posta exchanges for a fee all undamaged and unused postal articles of value sold by Magyar Posta and currently in circulation for another postal article of value bearing the same value at all postal service outlets, but does not repurchase such products.

- 2) Magyar Posta exchanges for a fee sound, undamaged postage stamps sold by Magyar Posta and currently in circulation adhered to an unposted mail item, cover or postal form as well as erroneous or damaged postal items of value with no sign of postal handling on them for another postal article of value or postage stamp of the same value, but does not repurchase such products.

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<sup>8</sup> The terms and conditions relating to posting at the Parcel Terminal herein shall be valid from 20 October 2014.

## 6. Delivery of mail items

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### 6.1. Basic provisions

- 1) Delivery is the activity performed by Magyar Posta during which a mail item leaves Magyar Posta's network and direct control
  - a) by personal delivery to the person entitled to receive the item,
  - b) by placement in a letterbox or
  - c) by placement in any other facility used for the delivery of mail, or
  - d) if the parcel is addressed to a Parcel Terminal, following its delivery through the proper use of the Parcel Terminal.
- 2) A delivery point is any place or premises designated by Magyar Posta for the purposes of delivering mail items which is accessible to users as well as any facility created by Magyar Posta to enable mail delivery.
- 3) A Postal Point is a room operated by a postal intermediary which is classified as a delivery point and is accessible to users where the delivery of mail items is ensured with the restrictions described herein.
- 4) Magyar Posta regards accepted mail items as the property of the sender until their delivery to the addressee or other authorised recipient until proven otherwise.
- 5) As evidence of the addressee's ownership of the mail item, Magyar Posta accepts confirmation – made available by the addressee to Magyar Posta – of a distance contract given to the consumer by an enterprise as the sender based on legislation also containing the full sum paid as the purchase price related to the purchase and sale of the product (e.g. copy of the invoice) provided that no further fee payable by the addressee upon delivery is linked to the mail item.

### 6.2. General rules of delivery

- 1) Magyar Posta delivers mail items to the location indicated as the address, or to a different location in the cases specified in paragraph 2).
- 2) Instead of the place indicated in the address, Magyar Posta delivers mail items to a location
  - a) which was last given by the sender or the addressee (if the postal service contract contained the possibility for the sender or the addressee to change the address and the user exercised this option);
  - b) which was given by the addressee in a written contract signed with Magyar Posta instructing Magyar Posta to deliver mail items addressed to the addressee to a location other than the address given on the mail item (in particular to a new address under the redirecting service or to a post office box). In order to ensure the performance of these services and safe delivery to the addressee or other authorised recipient, Magyar Posta keeps a register of addresses (name, address, registered office or establishment) for the term of this contract;
  - c) unless the separate PRODUCT SHEET provides otherwise, Magyar Posta delivers mail items at a delivery point when the insured additional service is used under the universal postal service and the insured amount of a mail item exceeds HUF 100,000. In settlements serviced by a mobile post Magyar Posta delivers, or attempts to deliver, mail items to the address without regard to the value limit.

- 3) Magyar Posta delivers mail items addressed to an inhabited area outside urban areas which can be deposited in a letterbox and leaves a notification of the arrival of a mail item to be delivered by personal delivery (without attempting delivery) to rural drop points with letterboxes assigned to individual addresses, and installed and operated by Magyar Posta at designated places along public highways.
- 4) Users moving to an inhabited area outside an urban area must advise the nearest postal service outlet of taking up residence at their new address in writing in the manner described in Point 6.2.1 to ensure the delivery of mail items addressed to them.
- 5) The method of delivery is specified based on the geographical and infrastructural features of the inhabited area outside the urban area. Magyar Posta informs users concerned about the method of delivery in writing. Until the introduction of a delivery method suitable for the geographical and infrastructural features, Magyar Posta ensures a possibility for users to collect mail items arriving for them at a post office box offered free of charge at the permanent postal service outlet nearest the home address of the user.
- 6) In the absence of the addressee, unless otherwise prescribed by law, Magyar Posta delivers mail items to another authorised recipient. Other authorised recipients are the occasional recipient described in paragraph 4) of Point 6.4.2 and Point 6.7, the alternative recipient described in Point 6.6, the authorised representative described in Point 6.5, and the intermediate deliverer described in Point 6.9.
- 7) Apart from the address details specified in Point 3 of the GTC – and the address details marked on the address label on a postal parcel –, Magyar Posta does not consider any other data marked on the mail item in the course of delivery.
- 8) Magyar Posta does not examine whether or not there is another natural person of the same name at the same address who may claim the mail item.
- 9) Magyar Posta regards mail items as addressed to an organisation, with the exception of mail items addressed “Poste Restante” and mail items described in paragraph 9/A), even if in the address next to the organisation’s name a natural person’s name is marked irrespective of whether or not the nature of the organisation, an organisational unit or a position is marked next to the name of the natural person.
  - 9/A) If next to the organisation’s name in the address of the mail item containing tax authority documents a natural person’s name or another organisation’s name is marked with an indication that this natural person or other organisation acts in the capacity of an authorised representative in taxation affairs, Magyar Posta will regard the authorised representative in taxation affairs as the addressee of the mail item and will deliver the mail item to the authorised representative in taxation affairs according to the general rules.
  - 9/B) If in the address of the mail item containing tax authority documents next to the address and name of the authorised representative in taxation affairs and an indication of this special capacity as such a representative the name of an organisation is also indicated, Magyar Posta will deliver the mail item to the authorised representative in taxation affairs as the addressee even if the organisation has not granted authority to this authorised representative in taxation affairs.
- 10) If the names of more than one natural person feature in the address, Magyar Posta will deliver the mail item to any of the addressees named.
- 11) Magyar Posta delivers registered mail items to the addressee or other authorised recipient specified in these GTC who has proved his or her identity and entitlement to receive the mail



item by personal delivery after marking the data necessary for the acknowledgement of receipt on the delivery document or other technical device for recording signatures, as well as on the advice-of-delivery form for mail items posted with the advice of delivery additional service, or in the case specified in these GTC using another method enabling the recording of the identifier verifying the entitlement to receive the item.

The date may be marked on the advice-of-delivery form using a date stamp provided the stamp applied conforms with the requirements of form indicated on the advice-of-delivery form. If the recipient does not comply with this obligation or marks the wrong date and Magyar Posta notices this, Magyar Posta may require the recipient to add or correct the date of delivery. If in spite of this the authorised recipient fails to mark the date of delivery on the advice-of-delivery form or marks it wrongly, Magyar Posta may subsequently note or correct the date of delivery. If the sender of registered mail items posted with the advice of delivery additional service or of an official document so requires, Magyar Posta can provide information about a missing or erroneous delivery date on the advice-of-delivery form by providing a statement from its IT system.

12) If the addressee or other authorised recipient is not at the address at the time of attempting the delivery of a mail item requiring personal delivery, Magyar Posta will perform the postal service contract by delivery at the delivery point (leaving notification of the mail item's arrival) or in cases specified in sub-points a), b), e), f) and g) of paragraph 1) of Point 6.13 by return delivery to the sender.

12/A) Magyar Posta leaves notification of the arrival of a mail item duly following the rules of delivering non-registered mail items in the postbox designated for the addressee or, in the absence of a postbox designated for the addressee, at a place used for this purpose near the address or any device Magyar Posta presumes the addressee has provided for the delivery of mail items if the place used for this purpose near the address is covered and not directly exposed to weather conditions (wind, rain, etc.).

13) Magyar Posta retains mail items which the addressee has been advised of by leaving a notification for the authorised recipient to collect the item for the retention (holding) period specified in Point 6.8.1 at the designated delivery point and for postal services not substituting the universal postal service will act as laid down by the postal service contract signed with the sender. Magyar Posta returns to the sender any mail item which has not been collected during the retention (holding) period or, if this is not possible, will act as described in paragraphs 7) to 10) of Point 4.3.4.

#### 6.2.1. Notifications and declarations concerning delivery

1) Magyar Posta only accepts notifications or declarations concerning the delivery of a mail item or containing information related to the addressee or other authorised recipient, unless its authenticity is questionable, provided at least the following criteria are met:

- a) the notification is made in person and in writing in Hungarian, and
- b) the person notifying Magyar Posta proves the authenticity of the notification
  - ba) with a document, showing and attaching the original or a copy of the document;
  - bb) in the absence of a document declares that the contents of the notification are true on the notification;
- c) and the notification contains signature the of the person making the notification in his or her own hand as well as the identity particulars of the person making the notification as a natural person.

2) Magyar Posta only accepts notifications or declarations concerning the start of the use of a stamp bearing the signature of the authorised recipient or an authentic mark described in

Point 6.10, paragraph 8) (hereinafter referred to as authentic mark) provided at least the following criteria are met:

- a) the notification is made in person and in writing (in Hungarian), and
- b) the person notifying Magyar Posta makes a declaration about the starting date of the use of the stamp bearing the signature of the authorised recipient or the authentic mark and
  - ba) the impression of the stamp to be used by the authorised recipient features on the notification form and
  - bb) if the notification concerns the use of the stamp containing the signature of the authorised recipient and the person making the notification is not the same as the authorised recipient, the signature of the authorised recipient must be given in the notification;
- c) the notification contains the signature of the person making the notification in his or her own hand, or for organisations the signature of the person authorised to sign for the company, as well as the identity particulars of the person making the notification as a natural person.

3) If the notification described in paragraph 1) concerns the head of an organisation or the dissolution, change of name or legal succession of an organisation, the authenticity of the contents of the notification can only be proven by presenting an official document in proof of the change in the person of the head of the organisation or announcement (decision, certificate of incorporation) of the organisation's dissolution, change of name or legal succession. Magyar Posta will accept no liability for failure to make the notification or to initiate the cancellation of the certificate issued to the head of the organisation in proof of this capacity as described in Point 6.10, paragraph 5). An identical copy to the original of the decision on the dissolution, change of name or legal succession of the organisation or of the certificate of incorporation must be made available to Magyar Posta for the purpose of attaching it to the notification.

4) If the authenticity of the notification is dubious in spite of the fulfilment of the criteria described in paragraphs 1) to 3), Magyar Posta is not obliged to act on the notification. In this event the person making the notification will be advised in writing at the address given on the notification.

5) Magyar Posta will act as requested in the notification from the second working day at the latest if the notification was made in the postal service outlet or delivery point responsible for delivery to the address and from the fifth working day at the latest if the notification was made in another postal service outlet or delivery point for the period of time specified in the notification but at most until the end of the fifth year from the start of the application of the provisions of the notification for mail items arriving on the first day of applying the contents of the notification and thereafter. Magyar Posta will consider notifications for a definite period of more than five years made prior to 1 March 2014 and notifications for an indefinite period of time until 31 December 2019.

### 6.3. Conditions and rules of delivery to a letterbox

1) Magyar Posta delivers non-registered mail items, with the exceptions set out in these GTC, to letterboxes installed for this purpose or by deposit at a delivery point.

2) The owner of the premises or the addressee is obliged to ensure that there is a letterbox marked with the appropriate address which is lockable and of the appropriate size, and is suitable for letter-mail items to be placed in and stored ensuring the integrity and safety of the items and that it can be directly accessed without threatening the physical well-being of the person delivering the mail items (with special attention to observing the rules of keeping animals). Furthermore, the letterbox must be positioned

- a) at the entrance to the plot of the address for addresses that cannot be accessed directly from a public place and have an address with a street name and house number only;
  - b) in a group at the entrance to the plot of the address, but separately for each specific address (hereinafter referred to as bank of letterboxes) for addresses that cannot be accessed directly from a public place and have a number of addresses within them;
  - c) for a residential building, office block, shopping centre and other institutions of a similar nature that can be accessed directly from a public area, in the vicinity of the entrance to the building or outside the building, or, if access to the ground floor is ensured, on the ground floor within the building as a bank of letterboxes;
  - d) for an industrial park, production site or other premises with limited pedestrian access, at the entrance as a bank of letterboxes; or
  - e) in a manner directly accessible from a public area (for both letterboxes and banks of letterboxes).
- 3) In order to ensure delivery, the letterbox must comply with the following criteria:
- a) the minimum size of the slot: 30 x 230 mm;
  - b) distance of the central line of the slot from the ground level: between 700 mm and 1,700 mm
  - c) the letterbox must be suitable for depositing mail ensuring the safety and integrity of the items, and preventing unauthorised access to delivered mail items;
  - d) if a bank of letterboxes is used, a separate letterbox must be provided for each individual address at the address, ensuring that every letterbox has the floor and door number or flat number marked on it and the name of the addressee or potential addressees.
- 4) Magyar Posta delivers mail items that can be delivered through the letterbox to the letterbox belonging to the address marked on the mail item. If there is no letterbox complying with the requirements of paragraph 3) for an address and Magyar Posta does not act as described in paragraph 8), a mail item may be delivered to a place used for this purpose near the address for addresses which only have a street name and house number but no individual addresses or to a facility provided by the addressee which Magyar Posta presumes is for the purpose of delivering mail items so long as the place used for this purpose in the vicinity of the address is not directly exposed to the weather (wind and rain, etc.) and is covered.
- 5) Magyar Posta leaves a notification of the arrival of non-registered mail items that could not be delivered in a letterbox due to the design of the letterbox or because the letterbox is unemptied in the letterbox or in a place used for this purpose near the address or in a facility provided by the addressee which Magyar Posta presumes is for the purpose of delivering mail items provided the place used for this purpose in the vicinity of the address is not directly exposed to the weather (wind and rain, etc.) and is covered.
- 6) If there is more than one letterbox with the same name marked in the address of a mail item at the same address with only a street name and house number, and based on the address it is impossible to decide which letterbox the mail item must be delivered to, Magyar Posta will regard the mail item as undeliverable and will return it to the sender endorsed "cím nem azonosítható" (unidentifiable address) provided the sender has marked its name and address on the mail item. If this is not possible, Magyar Posta will act in accordance with paragraphs 7) to 10) of Point 4.3.4.
- 7) If there is a post room at the premises or building specified in points b) to d) of paragraph 2) used for this purpose and ensuring the safe storage of mail items, the delivery of mail items that can be delivered to the letterbox can be done by handover to the person employed for this purpose in the post room or by depositing letters into a utensil specifically for this purpose which is not classified as a letterbox.

8) If there is no letterbox complying with the requirements specified in this point or no post room at an address with only a street name and house number in an urban area or assigned to a specific address, or its easy and safe access as described in paragraph 2) is not ensured, Magyar Posta may send a notice calling upon the addressee to install a letterbox meeting the requirements of the law by a time-limit of at least thirty days and to ensure safe and easy access to it. At the same time as calling upon the addressee, Magyar Posta will point out that, if a letterbox is not installed, Magyar Posta will not attempt to deliver mail items for delivery to a letterbox.

9) If Magyar Posta forwards the notice described in paragraph 8) to the addressee, until the expiry of the time-limit given in the notice,

- a) Magyar Posta will only deliver mail items for delivery to a letterbox to the place used for this purpose near the address for addresses which have a street name and house number only or to a facility provided by the addressee which Magyar Posta presumes is for the purpose of delivering mail items so long as the place used for this purpose in the vicinity of the address is not directly exposed to the weather (wind and rain, etc.) and is covered;
- b) at addresses where in accordance with paragraph 2) the owner of the premises or the addressee must arrange the installation of a bank of letterboxes, Magyar Posta will leave notification of the arrival of mail items that can be delivered to a letterbox at the place used for this purpose near the address or in a utensil provided by the addressee which Magyar Posta presumes is for the purpose of delivering mail items so long as the place used for this purpose in the vicinity of the address is not directly exposed to the weather (wind and rain, etc.) and is covered.

10) If Magyar Posta receives no information from the addressee stating that an appropriate letterbox or bank of letterboxes has been installed, and its safe and easy access is ensured by the expiry of the period specified in the notice described in paragraph 8), Magyar Posta will handle mail items that can be delivered to the letterbox as undeliverable and – provided the sender marked his or her name and address on the mail item – will return them to the sender endorsed “kézbesítés akadályozott” (unable to deliver). If this is not possible, Magyar Posta will act as described in paragraphs 7) to 10) of Point 4.3.4.

## 6.4. Delivery of mail items to an address

### 6.4.1. General rules of delivering registered mail items to an address

1) Magyar Posta delivers registered mail items to the address indicated by the sender to the persons specified in paragraph 6) of Point 6.2. In the interest of ensuring personal delivery, the addressee is obliged to ensure safe and easy access to the address (e.g. making a key to the staircase or code to enter the building available, and observing the rules of keeping animals).

2) Apart from the addressee, the following are classified as authorised recipients: primarily the authorised representative and, in the absence of an authorised representative, for natural persons the alternative recipient, the occasional recipient and the intermediate deliverer. By handing over the mail item to the authorised recipient, Magyar Posta fulfils the postal service contract.

3) Authorised recipients other than the addressee are liable for handing over the mail item to the addressee in accordance with the general rules of the Civil Code.

### 6.4.2. Delivery to an organisation

1) Magyar Posta only delivers registered mail items addressed to an organisation in person if the organisation provides the contact details of the person authorised to accept registered

items addressed to the organisation at the premises used and marked as an address (registered office, establishment, branch office, other administrative unit) ensuring that delivery is not hindered by unduly long waiting.

2) The head of the organisation and, without power of attorney, the agent authorised to receive service, the process server, the liquidator and the administrator are classified as representatives. In interpreting these GTC a senior manager, company manager, employee in a managerial position and any other person authorised to make binding agreements for the company are classified as the head.

3) With regard to accepting mail items, unless the PRODUCT SHEET provides otherwise, Magyar Posta regards the following persons as representatives of an organisation even without the authorisation described in Point 6.5:

- a) in the course of delivery any employee or member of the organisation who is in the organisation's shop or other premises open to customers;
- b) if the organisation has a post room, the natural person employed there,
- c) if the organisation operates a reception, the natural person employed there.

4) In the absence of a specific declaration in accordance with Point 6.2.1 made by the representative of the organisation to Magyar Posta to this end, Magyar Posta will regard an employee of the organisation who is not classified as a representative to be authorised to accept mail items as an occasional recipient. If the occasional recipient refuses to accept a registered mail item, Magyar Posta will leave notification of its arrival.

#### 6.4.2./A. Delivery to a liquidator or administrator

1) Magyar Posta delivers mail items of organisations whose affairs are being wound up or administered

- a) to the liquidator or administrator at the address, or another person or organisation authorised by them in accordance with point 6.5. paragraph 1), or to a natural person specified on the basis of point 6.4.2. paragraph 3) sub-point b);
- b) to the liquidator or administrator at the delivery point, or another person or organisation authorised by them in accordance with point 6.5. paragraph 1), based on the notification to this end described in point 6.2.1, paragraph 1), or if the mail item's addressing complies with the provisions of point 3.5, paragraph 7/A).

2) Magyar Posta delivers the mail items of organisations whose affairs are being wound up or administered to the liquidator or administrator provided that the liquidator can verify its authority with a final court order and the administrator with a registration order of the court of registration.

3) Unless the liquidator or administrator has redirected mail items to the liquidator's or administrator's own address using the redirecting service, Magyar Posta leaves a notification of the arrival of a mail item for organisations whose affairs are being wound up or administered at the address and retains the mail item for the retention (holding) period specified in point 6.8.1 at the designated delivery point for the authorised recipient determined in point 6.4.2. paragraph 1) sub-point b), and after the expiry of the retention (holding) period the mail item will be returned to the sender.

#### 6.4.3. Delivery of mail items addressed "Poste Restante" or to a Postal Point

1) For mail items addressed "Poste Restante" or postal parcels addressed – according to the provisions of the separate PRODUCT SHEET – to a Postal Point, Magyar Posta will act as follows in the course of delivery at the postal service outlet:

- a) non-registered items will be handed over to persons enquiring without requesting proof of their identity;

- b) prior to the delivery of registered mail items Magyar Posta
  - ba) will accept a verbal statement as proof of the existence of the grounds of the entitlement to receive the mail item. If based on the verbal statement the entitlement to receive the mail item remains doubtful, Magyar Posta may request further proof of the existence of the entitlement.
  - bb) will examine the person's identity based on the documents listed in paragraph 6) of Point 6.10, and
  - bc) if an authorised recipient other than the addressee wishes to collect the postal parcel, unless the PRODUCT SHEET otherwise provides, this other authorised recipient is obliged to hand over the declaration originating from the addressee in accordance with Point 6.2.1 containing the entitlement of the recipient to collect mail items for the delivery point for the address.

2) When a registered mail item is handed over – except if given to the addressee –, the person authorised to receive the item must indicate his or her relationship to the addressee entitling the recipient to receive the item and sign in their own hand (or for the notification described in Point 6.2.1 apply the stamp bearing the recipient's signature or the authentic mark), and Magyar Posta must mark the type and alphanumeric code of the document proving the recipient's identity as well as the recipient's relationship to the addressee entitling the recipient to receive the item if necessary (if this is not marked by the person authorised to receive other than the addressee) on the delivery document or other technical device recording signatures. When receiving registered mail items posted with the advice of delivery additional service as well as official documents, the signature of the person authorised to sign (or the stamp bearing the recipient's signature or the authentic mark in the case of notifications according to Point 6.2.1), or in the case of delivery to an alternative recipient the entitlement as a relative described in Point 6.6. 2) a) and, in addition to this, the legible name of the recipient must be marked on the advice-of-delivery form. If the authorised recipient did not indicate the grounds of his or her entitlement to receive the item in the section designated for this purpose, or in the case of delivery to an alternative recipient the authorised recipient did not indicate his or her entitlement as a relative described in Point 6.6. 2) a), and if the recipient did not mark his or her legible name on the advice-of-delivery form, Magyar Posta will subsequently indicate or enter this information on the advice-of-delivery form.

3) Magyar Posta will not issue a notification about the arrival of an official document, if the authorised recipient does not collect the official document at the permanent postal service outlet within ten working days, Magyar Posta will return it to the sender on the next working day marked as "not collected" on the advice-of-delivery form.

4) Magyar Posta will retain mail items sent by domestic mail addressed "Poste Restante" for ten working days calculated from the day following the date of its arrival at the postal service outlet, while for international mail items arriving from abroad to Hungary the retention time for the mail item to be collected by the authorised recipient is fifteen calendar days.

5) If retaining a postal parcel sent as "poste restante" in domestic mail for collection encounters difficulties at the given address for unforeseen reasons, Magyar Posta will contact the addressee using the direct contact details given by the sender on the address label of the postal parcel to see if the address for collection can be changed in order to ensure that the mail item can be delivered to the authorised recipient at the place agreed with the addressee.

#### 6.4.4. Delivery of postal parcels addressed to a Parcel Terminal

1) During the receipt of a postal parcel addressed to a PARCEL TERMINAL, the addressee or other authorised recipient can prove their entitlement to receive the item with the identity code Magyar Posta sent by electronic notification (text message) to the addressee's phone suitable

for receiving text messages, and in a message sent to their e-mail address, which must be given during the proper use of the Parcel Terminal prior to receiving the postal parcel.

- 2) Magyar Posta does not check the identity of persons receiving postal parcels addressed to a PARCEL TERMINAL, and does not require the type or alphanumeric code of the document proving the recipient's identity, or the recipient's entitlement to receive the item or his or her signature to be given. Magyar Posta evidences the receipt of the postal parcel from the Parcel Terminal by the date and time when the identity code that was made available to the recipient was entered into the Parcel Terminal during its proper use and by recording the individual identification details of the received postal parcel.
- 3) If a problem arises placing a postal parcel addressed to a Parcel Terminal into the terminal or a parcel is not collected from the terminal by the set deadline and Magyar Posta retains (holds) the postal parcel for collection by the authorised recipient at the delivery point communicated to the addressee in an electronic notification (SMS text message) sent to the addressee's text message-enabled phone and in an email message sent to the addressee's email address, Magyar Posta will apply the provisions for delivering registered mail items described in point 6.4.3 when delivering such postal parcels at the delivery point.

#### 6.5. Delivery to the authorised representative, special rules for authorisation for the receipt of mail items

1) The addressee may grant authorisation for another person or organisation to receive mail items. On behalf of an organisation as the addressee – except for organisations whose affairs are being wound up or administered - the person who is entitled by law to represent the organisation, with the exception of paragraph 3) of Point 6.4.2, may grant authorisation for the receipt of a mail item. On behalf of an organisation whose affairs are being wound up or administered, as the addressee, the liquidator or administrator may grant authorisation for the receipt of mail items. The authorisation granted by a person cared for by a health or social institution may be certified by the signature of the head of the institution or his or her agent, and the authorisation granted by a person who is subject to deprivation of liberty, detention or court-ordered supervision may be certified by the signature of the head of the detention facility or his or her agent with the seal of the institution. Magyar Posta accepts authorisations certified in this manner without checking the authority of the certifying person. In such cases the provisions of paragraphs 2) and 8) do not apply.

1/A) In authorisations to receive mail items the grantor and the authorised person as natural persons must be over the age of 14.

2) Authorisation may be granted:

- a) by a public document,
- b) in a written document made in the presence of a duly empowered representative of Magyar Posta, or
- c) in a private document of full probative value pursuant to Section 196 of Act III of 1952 on civil procedure (hereinafter referred to as the Civil Procedure Act).

3) Magyar Posta accepts authorisation letters with the following minimum content:

- a) in the case of a natural person the particulars identifying the grantor and the authorised natural person as well as the type and number of an official document identifying the grantor and the authorised natural person, and in the case of an organisation the name, registered seat and company registration number of the organisation, or the name of the institution ordering registration and the registration number of the organisation (in the case of an organisation without a company registration number or other registration number, an original document proving the existence of the organisation or a copy

- drawn up as a public document or a simple copy must be handed over to Magyar Posta);
- b) the address to which the grantor grants authorisation for the receipt of mail items;
  - c) in the case of an authorisation for the receipt of a specific mail item, the identification number of the mail item for which the authorisation is valid;
  - d) the place where and the date on which the authorisation was executed;
  - e) the signature (authorised signature in the case of an organisation) of the grantor in his or her own hand, and
  - f) in the case of authorisation granted in a private agreement with full probative value which is not signed in the grantor's own hand
    - fa) the signature of two witnesses and the addresses of the witnesses, or
    - fb) judicial or notarial certification or an authorisation which is formally countersigned by an attorney at law or solicitor, or
    - fc) in the case of a correctly prepared image of a document issued or held by a commercial organisation or a document prepared on any data carrier, a formal certificate issued by the recording, holding or issuing commercial organisation proving that the image is identical to the original document.
- 4) Magyar Posta accepts authorisations granted by commercial companies which comply with the provisions of paragraph 3) provided the right of representation of the company's representative is verified by a document issued not more than one year beforehand proving the authority of the head of the company, such as a certificate of incorporation, excerpt from the trade register, order issued by the court of registration or documents described in paragraph 3) of Point 6.10.
- 5) A single authorisation letter may authorise more than one person or organisation, any one of whom is entitled to receive the mail items. In a single authorisation letter the same natural person or organisation may be authorised by more than one person.
- 6) An authorisation may be granted for the receipt of all mail items, one or more specific groups of mail items or an individually identified mail item.
- 7) The scope of the authorisation for all mail items specified in paragraph 6) and the scope of the general power of attorney specified in paragraph 13) also covers official documents, "Delivery to addressee only" letters, and mail items posted with the "delivered to the addressee in person" additional service.
- 8) An authorisation may be granted for the receipt of mail items posted with the insurance additional service:
- a) by a public document;
  - b) in a written document made in the presence of a duly empowered representative of Magyar Posta, or
  - c) in a private document of full probative value pursuant to Section 196 of the Civil Procedure Act which complies with the provisions of paragraph 3) sub-points a) to e) and fb).
- 9) Magyar Posta only accepts public documents not issued in Hungary, unless otherwise prescribed by international convention, by legalisation or by an Apostille in accordance with the rules of Legislative Decree 11 of 1973 on the promulgation of the Hague Convention of 5 October 1961 abolishing the requirement of diplomatic or consular legalisation for foreign public documents. Inasmuch as the acceptance of foreign public documents in a different form is provided for by international convention, Magyar Posta will examine the existence, scope and content of the international convention in cooperation with the authorised representative. In this context Magyar Posta will request the authorised representative to identify the international convention referred to in order to verify that the personal and material scope of



and the limitation in time of the international convention apply to the case, as well as to state the range of documents the international convention prescribes the acceptance of a different form of document for.

10) The authorised representative is entitled to receive mail items at the place indicated in the address and at the delivery point designated by Magyar Posta for the address.

11) With regard to the items constituting the contents of the authorisation letter described in sub-point a) of paragraph 3), Magyar Posta will continue to accept authorisations valid at the time these GTC enter into force which do not contain the name and number of the official document proving the personal identity of the grantor and the authorised representative within the period of validity of the authorisation in respect of the range of mail items specified in the authorisation provided the authorised representative produces upon receipt of the mail item an official document proving his or her personal identity which, in addition to the name of the authorised representative, bears at least one particular that identifies the person such as place and date of birth or mother's name and also appears in the authorisation or certificate issued about the authorisation. If the authorisation letter valid at the time these GTC enter into force also empowers the person authorised to receive mail items posted with the "delivery to addressee in person" supplementary service or "Delivery to addressee only" letters, Magyar Posta will also deliver "official documents for delivery to the addressee in person" based on the authorisation letter.

12) If any of the particulars listed in paragraph 3) change, mail items may only be received based on an authorisation containing the new, updated information.

13) A general power of attorney which is not specifically for the receipt of mail items or for a specific range of matters will only be accepted for the receipt of mail items if the authorisation has been granted as a private document of full probative value or as a public document. Such a general power of attorney will be regarded by Magyar Posta as full authorisation for the receipt of all mail items within its period of validity but for 5 years following its date of issue at most.

14) If the grantor is unable to write, has no knowledge of Roman script or is prevented from writing for any other reason, two adult witnesses may sign the authorisation letter in lieu of and on behalf of the grantor indicating their capacity therein. The authorised representative may not witness the authorisation empowering him or her.

15) Except in the case of general power of attorney, Magyar Posta makes the delivery of mail items dependent on the permanent handover of the authorisation letter to Magyar Posta and, except for authorisations for a single event, issues a certificate of authorisation to the authorised person which the authorised person may use to verify his or her entitlement to receive mail items from Magyar Posta. In the case of general power of attorney, Magyar Posta makes the delivery of mail items dependent on the authorised representative granting consent to a copy of the power of attorney being made or granting authority in writing to having the data contained in the power of attorney recorded and handled.

16) The grantor or – in the case of the demise of the grantor or the termination without a legal successor of the grantor or the prolonged inability of the grantor to act in such capacity – the authorised representative, or in the case of an organisation whose affairs are being wound up or administered the liquidator or administrator is obliged to advise Magyar Posta of the fact of the termination of the authorisation forthwith, with the exception of authorisations for the receipt of an individually identified mail item described in paragraph 6). On ordering liquidation or administration the authorisations for receiving postal items arriving for the organisation whose affairs are being wound up or administered – except for authorisations handed over to a natural person determined on the basis of section 6.4.2. paragraph 3) sub-point b) – shall

terminate. Simultaneously with being advised of the above, Magyar Posta will withdraw the certificate of authorisation described in paragraph 15). Magyar Posta bears no liability for damages arising from failure to give such advice or to return the certificate of authorisation described in paragraph 15).

17) Beyond the period of validity of authorisations for a definite period of time and beyond the original period of validity of general powers of attorney described in paragraph 13) the receipt of mail items may only take place based on a new authorisation containing updated information. (The period of validity of the original authorisation may not be extended.)

#### 6.5.1. Delivery to a liquidator or administrator<sup>9</sup>

#### 6.5.2. Delivery to an organisation as the authorised representative (“authorised organisation”)

1) In the case of authorisation letter granted to an organisation, the following authorisations are required in order to receive the mail items of the addressee:

- a) the authorisation granted to the authorised organisation by the addressee organisation and
- b) the authorisation letter granted by the authorised organisation’s representative to the natural person actually receiving mail items for the organisation.

2) The natural person authorised to receive mail items in the authorisation letter in accordance with sub-point b) of paragraph 1) may only receive the mail items addressed to the addressee in the range of mail items specified in both authorisation letters by presenting both the above authorisations or both the certificates issued about the authorisations together.

3) In the case of delivery to an organisation as the authorised organisation, the head of the authorised organisation pursuant to paragraph 2) of Point 6.4.2 may verify his or her entitlement with the authorisation described in sub-point a) of paragraph 1) when receiving the mail items of the grantor organisation.

#### 6.6. Delivery to an alternative recipient

1) If neither the natural person addressee nor according to the alternative recipient’s statement the authorised representative is present at the address at the time delivery is attempted, Magyar Posta will deliver the mail item to the alternative recipient who is present at the address by personal delivery.

2) An alternative recipient is deemed to be

- a) a relative of the addressee pursuant to the Civil Code (spouse, lineal relative; adoptive, step or foster child; adoptive, step or foster parent; and a brother or sister; as well as the common-law spouse or the spouse of a lineal relative; the lineal relative and brother or sister of the spouse; and the spouse of a brother or sister) who is over 14 years old; and
- b) the landlord of the property at the address or the person providing accommodation to the addressee provided they are natural persons.

3) Magyar Posta does not undertake to deliver mail items to the alternative recipient if the mail item to be delivered is:

- a) a damaged registered mail item;
- b) a mail item posted with the “to addressee in person” additional service or is an “Delivery to addressee only” letter-mail item;

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<sup>9</sup> Expired on 1 October 2014.

- c) a mail item posted with the insured additional service with a value in excess of HUF 100,000 unless the separate [PRODUCT SHEET](#) provides otherwise; and
- d) any mail item whose receipt to an alternative recipient has been barred by the addressee.

#### 6.7. Delivery to an occasional recipient

1) According to the provisions of the separate [PRODUCT SHEET](#), if the addressee, the authorised representative or the alternative recipient defined is not present at the address at the time of the attempted delivery of a postal parcel sent by domestic mail, Magyar Posta will consider an immediate neighbour of the addressee to be entitled to receive the mail item as an occasional recipient provided that the sender gave separate instruction to this end in the postal service contract and at the same time declared that the addressee had granted his or her consent to this, and the occasional recipient also agrees to accept the postal parcel.

2) When delivery is made to an immediate neighbour, Magyar Posta leaves a notification advising the addressee of this, also indicating the occasional recipient, who accepted the postal parcel.

3) Magyar Posta does not deliver postal parcels which are damaged to an immediate neighbour (occasional recipient).

#### 6.8. Delivery of registered mail items to a place other than the address

1) Magyar Posta delivers the following mail items to a delivery point instead of the place indicated in the address:

- a) mail items to be delivered in person whose delivery was unsuccessful for a reason beyond Magyar Posta's control and whose receipt was not refused at the address;
- b) mail items which must be delivered to a delivery point in accordance with a written contract entered into by the sender or the addressee and Magyar Posta (e.g. post office box rental, parcel storage);
- c) mail items described in sub-point c) of paragraph 2) of Point 6.2.

1/A) Instead of the place indicated in the address, under a separate written contract concluded between Magyar Posta and the addressee (e.g. redirecting) or according to the provisions of the separate [PRODUCT SHEET](#) (e.g. repeated delivery to a new address), Magyar Posta delivers mail items to an address other than that given in the address or the delivery point assigned to the address.

2) At the delivery point described in paragraph 1), the address described in paragraph 1/A) or the delivery point assigned to it, the addressee, the authorised representative of the addressee and the alternative recipient resident at or staying at the address, the address for redirecting, or the new address for a repeated delivery may collect mail items.

##### 6.8.1. Retention (holding) periods

1) In the case of delivery to a delivery point, with the exceptions described in paragraph 2), and paragraphs 3) and 4) of Point 6.4.3 or according to the provisions of the separate [PRODUCT SHEET](#) as well as those arising from the use of the mail holding supplementary service, Magyar Posta ensures that the collection of mail items is possible for at least ten working days of the day following the date of the delivery attempt and leaving the notification. On the day of leaving the notification, the mail item can only be collected if the notification advising the addressee of the arrival of a mail item explicitly states so.

- 2) Magyar Posta will diverge from the retention (holding) period defined in paragraph 1) in the cases and manner described below. With the exception of point d) the retention (holding) period at the delivery point designated for delivery will be:
- a) in the case of official documents according to the provisions of the separate PRODUCT SHEET;
  - b) - <sup>10</sup>
  - c) in the case of any mail item subject to customs clearance, if the addressee of the mail item arranges the customs clearance of the mail item in person at the customs authority competent for the area or uses the postal customs broking service, the mail item concerned will be retained for fifteen calendar days;
  - d) in the case of any mail item subject to customs clearance, twenty calendar days from the date of sending the notification of customs clearance to the addressee of the mail item, at the International Postal Office of Exchange.

#### 6.9. Delivery of mail items by intermediate deliverer

1) Magyar Posta delivers mail items and notifications of the arrival of a mail item to the addressee via the organisation operating at the address indicated on the mail item (hereinafter referred to as the intermediate deliverer) if the addressee's place of permanent or temporary residence or workplace is

- a) the Hungarian Defence Forces, Military and National Security Service, police,
- b) a prison, detention centre,
- c) an institution providing health or social care,
- d) a hotel, student hostel, workers' hostel, holiday home.

2) In the case of an office block, shopping centre, industrial park, production site or other similar establishment used by several addressees or not operated by the user, the organisation operating such establishments must act as an intermediate deliverer if Magyar Posta's access to an addressee in the building or in the area of the property is in any way restricted, unsafe, or the means of access to the addressees is not clearly identified.

3) The intermediate deliverer is obliged to set up a post room at or near the entrance to the property or make space available for safe delivery. The intermediate deliverer must ensure the delivery of non-registered mail items by acceptance from Magyar Posta or by providing a bank of letterboxes or another delivery option for the delivery of mail items, and appoint an authorised person to receive registered mail ensuring that delivery is not subject to unreasonably long delays.

4) The intermediate deliverer is obliged to accept the mail items except for those described in paragraphs 5) and 6) and is obliged to ensure that the mail items and the notifications of the arrival of a mail item are delivered to the addressee by the end of the working day following the acceptance of the mail items at the latest unless an agreement with the addressee or, for organisations operating establishments pursuant to sub-points a) to c) of paragraph 1), the law provides otherwise. Magyar Posta considers mail items to be delivered upon handover to the intermediate deliverer.

5) The intermediate deliverer may refuse to accept mail items for which the addressee has to pay.

6) The following may not be delivered to an intermediate deliverer:

- a) damaged registered mail items;
- b) dutiable mail items;

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<sup>10</sup> Expired on 1 January 2015

- c) mail items posted with the insured additional service with a value over HUF 100,000 under the universal postal service; and
- d) mail items whose delivery to an intermediate deliverer is excluded by law or a written contract or the sender's separate instruction in accordance with the general terms and conditions.

7) Magyar Posta will leave notification of the arrival of mail items which are undelivered in accordance with paragraphs 5) and 6) for the addressee with the intermediate deliverer.

8) The intermediate deliverer is obliged to handle mail items received for its own organisation and notifications of the arrival of mail items for its own organisation separately from the mail items and notifications of arrival accepted as an intermediate deliverer.

9) If the organisation operating the establishments described in paragraphs 1) and 2) does not provide the option of intermediate delivery, Magyar Posta will return mail items to the addressee endorsed "kézbesítés akadályozott" (unable to deliver) or, instead of returning, may attempt to deliver the mail items. The organisation operating the establishments described in paragraphs 1) and 2) is obliged to reimburse the additional costs incurred by the application of this paragraph to Magyar Posta.

10) The head of the intermediate deliverer holding the right of representation or an employee vested with this right must issue a document verifying entitlement to receive mail items bearing the name of the person authorised to receive mail items on which the name (company name) of the organisation performing intermediate delivery must appear. Furthermore, a register must be kept of the persons authorised to receive mail items ensuring that the identity of the person receiving the mail items can be established and traced for at least two years after receipt.

11) The person authorised by the intermediate deliverer to receive mail items is obliged to verify his or her entitlement to Magyar Posta by showing the document authorising this person by name. The person authorised to receive mail items must indicate on the document verifying delivery or on any other technical device recording signatures during delivery the name of the intermediate delivery organisation, its capacity as the intermediate deliverer and the name of the person accepting mail items. Instead of signing the name, a stamp bearing the name or the authentic mark may also be used.

#### 6.10. Proving entitlement to receive mail items and personal identity

1) In the case of an organisation as the addressee Magyar Posta accepts as proof of the head of the organisation's entitlement to receive mail items

a) a certificate of incorporation, excerpt from the trade register or order issued by the court of registration which is not more than one year old or a copy of any of these documents drawn up as a public document or a simple copy.

b) Magyar Posta only accepts a certificate of incorporation downloaded from the internet provided the source of the download is named and the date of the download is stated, and based on the downloaded document the document's validity can be established with regard to the head of the organisation's entitlement to receive the item, i.e. that the document is not more than one year old.

A simple copy of the documents listed in point a) and a printed version of the downloaded certificate of incorporation described in point b) must be given to Magyar Posta in order to ensure that the information made available can be traced and subsequently proven.

2) Magyar Posta only inspects the validity and expiry of the documents described in paragraph 1) with regard to checking dates older than a year and accepts the document issued most recently in the event of several documents being presented simultaneously.

- 3) In addition to the documents listed in paragraph 1), Magyar Posta also accepts the following documents as proof of the head of the organisation's entitlement to receive mail items:
  - a) instrument of incorporation (articles of association, deed of foundation or statutes), or
  - b) specimen signature, or
  - c) signature countersigned by an attorney at law participating in the company registration (amendment of information in the register) procedure, or
  - d) employment contract, or
  - e) agency contract, or
  - f) an official document proving the entitlement as the head of the organisation issued by the organisation, or
  - g) any document that is suitable for proving managerial status under or derived from a provision of the law.
- 4) If the head of the organisation wishes to prove his/her entitlement to receive a mail item pursuant to paragraph 3) sub-point g), Magyar Posta may request the head of the organisation to support his/her statement with regard to the entitlement to receive mail items by citing the relevant legal provision. If this is not provided, in the absence of proof of entitlement, the mail item may not be delivered to this natural person in this capacity.
- 5) If the head of the organisation makes a notification as described in Point 6.2.1 while presenting the original documents listed in paragraphs 1) and 3) and simultaneously handing over a copy of these documents to Magyar Posta, Magyar Posta will issue a certificate to the head of the organisation in proof of his/her capacity, which can be used to prove the head of the organisation's entitlement to receive mail items within the period of time indicated in it.
- 6) Recipients with a certified entitlement to receive mail items may prove their identity with the following valid documents:
  - a) Hungarian nationals: permanent identity card (including an e-card), temporary identity card, passport or other travel document, military identity card; defence service, government official and public official identity card; military retirement card, temporary service card, driver's licence issued after 1 January 2001, and other documents with a photograph and an individual number issued by an administrative body or chamber (e.g. student card);
  - b) citizens of the European Economic Area and Swiss nationals: travel document, identity card, residence card or registration certificate;
  - c) third country nationals: travel document, residence permit, immigration permit, permanent residence permit, temporary residence permit, national residence permit or EC residence permit.
- 7) The fact that the permanent or temporary address of the alternative recipient is the same as the address of the mail item or the redirecting address may be proved with the following valid documents:
  - a) residence card;
  - b) old type of Hungarian identity card;
  - c) utility bill not more than one month old bearing the name of the alternative recipient and the same address as given on the mail item.
- 8) Magyar Posta considers an authentic mark attesting to the identity of the person entitled to receive mail made on the delivery document, other technical device for recording signatures or advice-of-delivery form in a manner that cannot be subsequently disputed as the person's signature in his or her own hand. Another condition of the use of such an authentic mark when receiving mail items addressed to an organisation is that

- a) the provisions of the organisation's records management rules ensure that the user can be identified subsequently;
- b) the organisation submits a notification according to paragraph 2) of Point 6.2.1 prior to the start of using such an authentic mark;
- c) the organisation using such an authentic mark undertakes to provide information on its entitlement to receive mail items prevailing at the time of use within three working days at most of receiving Magyar Posta's written request to this end.

The recipient and Magyar Posta must keep the document attesting the authenticity of the mark for three years from the date of its last use. Magyar Posta accepts no liability for damages arising from the improper use of the authentic mark (other than described above) and from deficiencies of providing the conditions of use.

9) Magyar Posta delivers registered mail items to addressees or other authorised recipients who are illiterate, have no knowledge of Roman script or who are unable to write for other reasons in the presence of a literate adult witness. The postman checks the identity of the addressee or other authorised recipient and the witness prior to delivery. The witness signs his or her name and writes his or her capacity on the delivery document or other technical device recording signatures.

10) Magyar Posta delivers mail items requiring personal delivery addressed to natural persons who do not have legal capacity or who are subject to guardianship excluding legal capacity to their legal representative or guardian. The guardian may prove his or her capacity by showing an original or copy of a final judicial decision or official decision. Mail items addressed to natural persons who do not have legal capacity due to their age may be received by their legal representative as the addressee.

#### 6.10.1. Delivery to an address

1) Except in the case of intermediate delivery, when delivering to an address, Magyar Posta regards the entitlement to receive mail as proven based on a verbal statement on the grounds of such entitlement except if the authenticity of the verbal statement is doubtful. If the grounds of the entitlement to receive mail are doubtful based on the verbal statement, Magyar Posta will request further evidence of the existence of the entitlement. The existence of the entitlement to receive mail of intermediate deliverers is verified by the document in their name described in paragraph 10) of Point 6.9. In the event that a natural person wishing to collect a mail item cannot show appropriate proof of entitlement to receive the mail item, Magyar Posta leaves a notification of the arrival of the mail item in the letterbox or in the absence of a letterbox in a place used for this purpose near the address or a facility provided by the addressee which Magyar Posta presumes is for the purpose of delivering mail items so long as the place used for this purpose in the vicinity of the address is not directly exposed to the weather (wind and rain, etc.) and is covered.

- 2) In the case of the delivery of registered mail items which are not deemed official documents to an address, the authorised recipient with proven entitlement who is not classified as an occasional recipient proves his or her identity to Magyar Posta by presenting a document proving identity except if the identity of the recipient is proven beyond doubt to Magyar Posta in the absence of such a document as well. In the case of delivery to an authorised representative, only documents are accepted in proof of identity which, besides the name of the representative, bear at least one particular that establishes identity and is also included in the authorisation letter or certificate issued about the authorisation letter. As acknowledgement of the receipt of registered mail items not classified as official documents the recipient's signature (or in the case of a notification in accordance with Point 6.2.1 the stamp bearing the recipient's signature or the authentic mark) and, except in the case of delivery to the addressee, the recipient's relationship to

the addressee entitling the recipient to accept mail items must be written by the authorised recipient in his or her own hand on the delivery document or other technical device for recording signatures, and the type and alphanumeric code of the document proving identity may also be marked on the delivery document. If the recipient's relationship to the addressee entitling the recipient to accept mail items has not been indicated by the authorised recipient other than the addressee, this will be written additionally by Magyar Posta on the delivery document or other technical device for recording signatures.

- a) However, on the delivery document Magyar Posta will not record the type and alphanumeric code of the document proving identity;
  - b) While on the technical device for recording signature it shall record the type and alphanumeric code of the document proving identity, except if the recipient's identity is proved without doubt before Magyar Posta even in the lack of it.
- 3) In the case of the delivery of an official document to the addressee or other authorised recipient or the delivery of a registered mail item not classified as an official document to an occasional recipient, the recipient must mark the type and alphanumeric code of his or her document proving identity together with his or her signature and relationship to the addressee entitling the recipient to accept mail items on the delivery document or other technical device for recording signatures in his or her own hand. Failing this, Magyar Posta will record the information additionally except for the recipient's signature on the basis of the identification document presented by the recipient.
- 4) When receiving registered mail items posted with the advice of delivery additional service or official documents, the signature (or in the case of a notification in accordance with Point 6.2.1 the stamp bearing the signature or the authentic mark) of the person entitled to receive mail and the recipient's relationship to the addressee described in Point 6.6. paragraph 2) sub-point a) in the case of delivering the item to an alternative recipient, as well as the legible name of the recipient must be given on the advice-of-delivery form, and entitlement of receipt of mail items must be obviously stated in the column designated for this purpose. If the authorised recipient did not indicate the grounds of his or her entitlement to receive the item in the section designated for this purpose, or in the case of delivery to an alternative recipient the authorised recipient did not indicate his or her entitlement as a relative described in Point 6.6. paragraph 2) sub-point a), or if the recipient did not mark his or her legible name on the advice-of-delivery form, Magyar Posta will subsequently indicate or enter this information on the advice-of-delivery form.
- 5) Organisations which receive their mail items based on a written contract at their premises in a separate receptacle or unit load (unit box, box, sack, pallet, container) must ensure that data proving that delivery has taken place are marked on the delivery document and the advice-of-delivery form in accordance with the provisions of the separate PRODUCT SHEET (pick-up and delivery).

#### 6.10.2. Delivery at a delivery point

1) When delivering mail items addressed to an addressee who is a natural person at a delivery point, Magyar Posta accepts the verbal statement of the person coming to collect the mail item with regard to the existence of the grounds of the entitlement to receive the item if the person presents, or on Magyar Posta's request hands over, the notification of the arrival of the mail item. If the existence of the grounds of the entitlement for receipt is doubtful based on the verbal statement, Magyar Posta will request further evidence of the existence of the grounds. An alternative recipient must also prove that his or her permanent or temporary address is the same as the address or redirecting address of the mail item.

2) When delivering registered mail items (including mail items posted with the registered additional service only) at a delivery point, the recipient with proven entitlement must prove his



or her identity by presenting a document for this purpose to Magyar Posta. In the case of delivery to an authorised representative, only documents are accepted in proof of identity which, besides the name of the representative, bear at least one particular that establishes identity and is also included in the authorisation or certificate issued about the authorisation. Except in the case of delivery to the addressee, the recipient's relationship to the addressee entitling the recipient to accept mail items and the signature (or in the case of a notification in accordance with Point 6.2.1 the stamp bearing the signature or the authentic mark) of the recipient must be written by the authorised recipient in his or her own hand, and the type and alphanumeric code of the document proving identity and if necessary the recipient's relationship to the addressee entitling the recipient to accept mail items (if the authorised recipient other than the addressee failed to indicate this) will be written additionally by Magyar Posta on the delivery document or other technical device for recording signatures. When receiving registered mail items posted with the advice of delivery additional service or official documents, the signature (or in the case of a notification in accordance with Point 6.2.1 the stamp bearing the signature or the authentic mark) of the person entitled to receive mail and, in the case of delivering the item to an alternative recipient, the recipient's relationship to the addressee described in Point 6.6. paragraph 2) sub-point a), as well as the legible name of the recipient must be given on the advice-of-delivery form. If the authorised recipient did not indicate the grounds of his or her entitlement to receive the item in the section designated for this purpose, or in the case of delivery to an alternative recipient the authorised recipient did not indicate his or her entitlement as a relative described in Point 6.6. paragraph 2) sub-point a), or if the recipient did not mark his or her legible name on the advice-of-delivery form, Magyar Posta will subsequently indicate or enter this information on the advice-of-delivery form.

3) When delivering at a delivery point, if the person coming to collect the mail item does not show or does not hand over at Magyar Posta's request the notification of arrival for the mail item, Magyar Posta only delivers the mail item after checking the person's entitlement to receive mail and identity by an official document and a public document.

#### 6.11. Refusal of the acceptance of mail items

1) A declaration by the addressee or the authorised representative made in writing on the delivery document or other technical device for recording signatures refusing immediate acceptance of a mail item is deemed as refusal to accept a mail item. In the case of an organisation, the refusal of a natural person defined in paragraphs 2) and 3) of Point 6.4.2 to accept a mail item is classified as refusal to accept mail by the addressee.

1/A) In order to be able to subsequently identify a person refusing the acceptance of a mail item in writing, Magyar Posta expects such a written declaration to contain the addressee's or the addressee's authorised representative's signature in their own hand as well as the type and alphanumeric code of the document showing proof of identity.

2) In the event of the refusal to accept a mail item, Magyar Posta notes (indicates) this fact as the reason for non-delivery on the mail item and in the case of official documents also on the advice-of-delivery form based on the addressee's or the authorised recipient's written statement on the delivery document or other technical device for recording signatures, and then returns the mail item to the sender without leaving a notification or providing a retention (holding) period for collection.

3) The circumstances below are not deemed refusal to accept a mail item: if

- a) the addressee or authorised representative undertakes to settle the fee payable upon the delivery of the mail item only after the delivery attempt within the period of retention (holding) described in Point 6.8.1 because of the amount or the means of payment, or

- b) the authorised recipient other than the addressee and other than the authorised representative does not wish to accept the mail item or refuses to pay the fee due upon delivery, to prove their entitlement to receive mail or their identity, to sign the delivery document other technical device for recording signatures or the advice-of-delivery form (or in the case of a notification in accordance with Point 6.2.1 refuses to place the stamp bearing the recipient's signature or the authentic mark), or to record the information to be marked during delivery.

4) In the cases described in paragraph 3) Magyar Posta leaves a notification of the arrival of the mail item for the addressee.

#### 6.12. Retrieval and return of mail items

1) In order to perform the postal service contract, Magyar Posta is obliged to retrieve any mail item wrongly delivered to an address that does not correspond with the address details available to Magyar Posta due to Magyar Posta's own fault together with the mail item's contents even if opened, as well as to refund the fee erroneously collected upon delivery, to seal the mail item and, after marking the fact of misdelivery on the mail item or accompanying document, to ensure its delivery to the correct address.

2) If misdelivery is disputed, it is incumbent upon the party alleging delivery to the wrong address to prove this.

3) Magyar Posta, with the exceptions set out in these GTC, does not charge a special fee for returning a mail item to the sender. When returning items, Magyar Posta handles registered mail items as registered, but it does not take into account the supplementary and additional services or the priority and time-guaranteed service used by the sender – except for the registered and insured additional services and the “Fragile” additional service/handling. In the course of return delivery Magyar Posta applies the provisions of these GTC related to delivery with the exception of the performance of the postal service contract concluded with the consolidator in accordance with the provisions of Point 3.5, paragraph 22).

4) Magyar Posta does not retrieve mail items that have been delivered correctly.

#### 6.13. Undeliverable mail items and marking the reason for non-delivery

1) A mail item is undeliverable to the addressee or other authorised recipient for a reason not attributable to Magyar Posta if

- a) the addressing or address of the mail item is not correct (e.g. instead of the address only the addressee's telephone number or e-mail address is marked) or the address does not exist and if the address cannot be identified or is not clear (endorsement: unidentifiable address);
- b) the addressee in the address cannot be identified or, in particular in the case of the declaration in Point 6.2.1, is unknown (endorsement: addressee unknown);
- c) neither the addressee nor any other authorised recipient collects the retained mail item by the deadline specified on the notification of the arrival of the mail item (endorsement: not collected)
- d) the reason for non-delivery stated in paragraph 1) of Point 6.11 prevails (endorsement: acceptance refused)
- e) the addressee in accordance with the declaration in Point 6.2.1 has moved from the address (endorsement: moved);
- f) delivery by deposit in the letterbox or handing over in person or leaving a notification is not possible (endorsement: unable to deliver);
- g) demise of a natural person or dissolution of an organisation in accordance with the declaration in Point 6.2.1 (endorsement: reported deceased/dissolved).

- 2) Magyar Posta, with the exception of the cases described in sub-points a), b), d), e), f) and g) of paragraph 1), will, after leaving notification, retain the registered mail items which it is unable to deliver to the address for collection by the addressee at a designated delivery point.
- 3) Magyar Posta indicates the reason for non-delivery specified in paragraph 1) by appropriately endorsing the delivery document or other technical device for recording signatures as well as on the mail item or the accompanying document, and returns the mail item to the sender.
- 4) Magyar Posta informs the sender of the reason for non-delivery specified in paragraph 1) by e-mail, text message or using other technical means provided this was included in a written contract concluded with the sender.

## 7. Complaint Handling

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1) Magyar Posta handles reports by users which are dealt with immediately in a reassuring manner for the user and in relation to which the user receives the necessary information on the spot and immediately as requests for information made verbally (in person or over the phone).

1/A) A complaint is a statement made verbally (in person or over the phone) or in writing (as an entry in the Customers Book available at postal service outlets, or electronically or by post) which cannot be solved on the spot immediately in a reassuring manner for the user and in which the user alleges that the service provided by Magyar Posta does not meet the provisions laid down by law or in these GTC in part or in whole.

2) Complaints and requests for information concerning mail items may be made within a six-month period of limitation calculated from the date of posting, and in the event of an activity objected to within thirty days of learning of it but within six months of the activity taking place at the latest.

3) Complaints and requests for information may be made by users in person while arranging affairs during opening hours at postal service outlets, and for mobile posts during the period of stay at the designated access point.

4) Audio recordings are made of requests for information and complaints made over the phone to the Central CUSTOMER SERVICE, and users are advised of this as well as Magyar Posta's obligations related to keeping and disclosing audio recordings, and the individual identification number of the audio recording at the start of the call. Magyar Posta keeps the voice recording for five years and upon request will make it available to the user free of charge.

5) Magyar Posta deals with verbal requests for information (made in person or over the phone) immediately on the spot, providing the necessary information. If the request for information is not satisfied in a manner that reassures the user immediately on the spot, or the user disagrees with the information received on the spot, Magyar Posta will record the report as a verbal complaint and will state its position regarding the complaint in an official document (using a form). Thereafter the complaint will be handled as a written complaint. If a verbal complaint is made in person, a copy of the document (form) will be handed over to the user on the spot, and for complaints made over the phone, it will be sent to the user together with the reply made to the complaint.

6) The date of entering a complaint in the register is the date the complaint is uttered in the case of verbal complaints and the date of receipt by Magyar Posta for written complaints.

7) Magyar Posta examines complaints received free of charge in a simple, transparent, non-discriminatory procedure. Magyar Posta may decide not to investigate a repeated complaint made on the same, previously investigated subject with no new information by the same complainant which was answered by Magyar Posta on merit as well as customer complaints made by unidentifiable persons. An electronic register of complaints and the means of dealing with them is kept. Magyar Posta retains the complaints and the answers to them for 5 years.

8) For domestic services and for services to European Union member states Magyar Posta has thirty days to investigate complaints from the date of receipt. The period for the investigation procedure for domestic services and for services to European Union member states may be extended by thirty days on one occasion at the same time as advising the complainant.

9) For mail items sent by international mail the time-limit for submitting complaints is given in international agreements. The latest date for this – unless the separate PRODUCT SHEET provides otherwise – is six months from the date of posting. For mail items sent by international mail the procedure can be started by completing the declaration form CN18.

10) Magyar Posta must advise the complainant of the result of the investigation in writing immediately in the case of domestic service and for international service within fifteen days of the date of receipt of information from a foreign postal service provider. If the foreign postal service provider sends information late, the postal operator liable for the fulfilment of the provisions in the service contract will bear no liability provided that it has done its utmost to provide the information to be obtained from its contracted partner postal service provider by the deadline.

11) If the complainant does not accept the answer to the complaint or Magyar Posta does not answer the complaint within the time-limit, the complainant may turn to the National Media and Infocommunications Authority within 30 days of receiving the reply or, if no reply is received, within thirty days of the expiry of the time-limit for replying.

## 8. Data protection and confidentiality

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1) Magyar Posta, with the exceptions set out in paragraphs 5) to 9), uses and relays personal information that comes to its knowledge in connection with the provision of postal services or during the performance of a service for purposes in the public interest as a data controller bearing in mind the provisions of the law on informational self-determination and freedom of information.

2) Regarding the data processing described in paragraph 1),

- a) its purposes are the performance of the postal service contract; the accounting, certification and subsequent control of performance; supplying data to the Authority, and other purposes laid down by the Postal Services Act;
- b) while its duration is, unless the Postal Services Act provides or the user instructs otherwise, the end of the calendar year after the posting of the mail item.

3) Magyar Posta makes the performance of the postal service dependent on neither providing personal or other data which are not necessary for the performance of the postal service requested by the sender nor making a declaration consenting to the handling of data for the same reason.

4) Magyar Posta only relays data that come to its knowledge in connection with the provision of postal services or during the performance of a service to data controllers or data processors in third countries for the purposes of the performance of the postal service contract, and the accounting, certification and subsequent control of performance.

5) Magyar Posta only learns of the contents of mail items handled by it to the extent necessary for the performance of the service and for the assessment of any potential claims for damages related to this. In order to assess the damages that may be claimed, and only for this purpose, Magyar Posta may take photographs of the contents of the items with the prior written approval and in the presence of the person claiming indemnity. Such photographs will be kept for 1 year after the assessment of the claim and then irrevocably deleted.

6) Under the postal service Magyar Posta

- a) does not open sealed mail items except in the circumstances set out in paragraph 8);
- b) only examines unsealed mail items to the extent necessary in order to establish data required for acceptance, collection, processing, carriage and delivery;
- c) does not disclose data that come to its knowledge when providing a service to others except to the sender, the addressee (or other authorised recipient) and the bodies specified in paragraph 10);
- d) does not hand over mail items to others for the purposes of learning their contents except to the sender, the addressee (or other authorised recipient) and the bodies specified in paragraph 10); and
- e) does not provide information about the performance of the service to others except to the sender, the addressee (or other authorised recipient) and the bodies specified in paragraph 10).

7) In applying sub-point d) of paragraph 6) Magyar Posta deems the person showing the document in proof of posting as having authority equivalent to the sender. With regard to sub-points c) and e) of paragraph 6) the person knowing the data which individually identify a mail item or, if need be, telling Magyar Posta the address of the mail item and the name of the sender and addressee is also deemed to be a person having authority equivalent to the sender.

8) Magyar Posta will open sealed items if

- a) the cover of a mail item is damaged to such an extent that opening is justified in order to protect the contents and the contents of the mail item cannot be protected by re-wrapping the item without opening it;
- b) opening the mail item is justified in order to avert danger posed by the contents of the item; and
- c) in the event of the occurrence of the situation described in sub-points b) and c) of paragraph 7) of Point 4.3.4.

9) Opening mail items is conducted by Magyar Posta in accordance with paragraph 9) of Point 4.3.4 and additionally the fact of the postal opening is marked on the item and, if possible, the sender is advised of the opening and the reason for it.

10) Magyar Posta takes appropriate organisational and technical measures to ensure the confidentiality of mail items, written communications and statements handled in the course of the performance of postal services. Magyar Posta, in the event of the existence of the legal conditions and a request to this end, hands over or shows mail items, written communications and statements to organisations authorised by separate legislation, and allows the observation and storage of, or intervention with mail items and written communications by other means.

11) The employees, members, agents and postal contractors of Magyar Posta are under the same obligation of confidentiality as Magyar Posta, which also continues after the employment or the legal relationship of the member, agent or postal contractor ceases, and are liable for breaches of this obligation.

11/A) Magyar Posta keeps all documents related to the postal service for one year from the date of issue or from the expiry of the period of validity of the document.

12) Information on Magyar Posta's data processing and data protection declaration can be viewed on the web page Data Protection Rules. A list of data processors used in the course of providing postal services is available on [WWW.POSTA.HU/INTERNATIONAL\\_MAIN](http://WWW.POSTA.HU/INTERNATIONAL_MAIN).

## 9. Liability for damages

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### 9.1. Liability for damages for mail items sent by domestic mail

#### 9.1.1. General rules

1) Magyar Posta assumes liability for damages for the destruction of, the full or partial loss of and damage to mail items as well as in consequence of the delayed performance of time-guaranteed services to the sender; as described in paragraph 2) of Point 9.1.6 to the addressee, or as described in paragraph 3) of Point 9.1.6 to a third party, and in the event of the non-contractual performance of the redirection supplementary service to the addressee.

2) In the absence of an agreement between Magyar Posta and the sender or the addressee, the general rules of the Civil Code govern Magyar Posta's liability for damages arising from providing the postal service – with the exception of damages arising from the destruction of, loss in part or in full of and damage to mail items as well as the delayed performance of time-guaranteed services and the non-performance or non-contractual performance of the redirection supplementary service – with the proviso that Magyar Posta will indemnify the pecuniary damage of the sender, or the addressee as described in paragraph 2) of Point 9.1.6 and the addressee in the event of the non-performance or non-contractual performance of the redirecting supplementary service with the exception of lost financial advantage. (In other words restitution, the sanction of violating personality rights irrespective of attributability and damages arising from the violation of personality rights under the Civil Code of Hungary cannot be enforced against Magyar Posta.) Claims arising under this paragraph will lapse after six months.

3) In the cases described in points 9.1.3 to 9.1.5, Magyar Posta may not claim that the damage caused was less than the flat-rate indemnity specified therein or less than the amount of the insured value, and the user may not claim that the damage caused was greater than the flat-rate indemnity specified therein or the amount of the insured value.

4) Magyar Posta will apply the general rules of the Civil Code for the indemnification by the sender of damage caused by a mail item to Magyar Posta or to any third party outside the postal service contract.

5) Magyar Posta will apply the rules of the Civil Code, unless a separate written contract between the sender and Magyar Posta provides otherwise, for the indemnification by the sender of damages caused to Magyar Posta ascribable to the sender by the destruction, full or partial loss or damage due to improper use of the receptacles and unit loads (unit box, box,

sack, pallet, container) provided by Magyar Posta in order to facilitate the use of the postal service contract.

#### 9.1.2. Disclaimer of Magyar Posta's liability

1) Magyar Posta is not liable for damages incurred due to the destruction of, full or partial loss of, or damage to a mail item in the period of time from the acceptance of the mail item until its delivery or return delivery to the sender if the damage was caused

- a) by unforeseeable circumstances beyond Magyar Posta's control;
- b) by the inherent nature of the mail item or deficiencies in wrapping that are imperceptible from the item's exterior, or
- c) by another mail item;
- d) by the sender omitting to mark that the item required the "Fragile" additional service/handling on the mail item's address label, document in proof of dispatch, or in its electronic posting list.

2) Furthermore, Magyar Posta will bear no liability if

- a) the contents of the mail item deteriorate even though Magyar Posta performed the service within the time-limit;
- b) the packaging was not appropriate for the characteristics, nature, shape, weight or physical attributes of the contents, or did not meet the requirements for items that may only be carried upon certain conditions specified in APPENDIX 1 published on Magyar Posta's website, or the contents of a postal parcel posted with the "Fragile" additional service/handling are damaged, leak or become soiled due to inadequate packaging;
- c) the packaging did not protect the contents of the mail item from damage caused by occasionally turning or rotating the item or from the mechanical, electrical or electronic disorder of the contents in the course of processing, forwarding and carriage;
- d) the mail item's packaging was inappropriate for the temperature of its environment for the season (e.g. equipment used in the performance of the postal service directly exposed to the weather such as a Parcel Terminal, heated postal premises);
- e) the contents of a mail item posted without the "Fragile" additional service/handling is damaged in spite of its exterior remaining intact and undamaged including the manufacturer's packaging used by the producer of the contents;
- f) after opening the intact packaging chipping, scratching, friction or other damage is found on enamelled or varnished objects as well as on furniture and wooden objects;
- g) articles sent by postal parcel have rusted, oxidised or become tarnished;
- h) a mail item which can be posted unwrapped based on point 3.3, paragraph 4), and is posted unwrapped becomes soiled or scratched, or its protruding parts (e.g. wheels, rollers, handle) are damaged;
- i) the sender does not fulfil his or her obligation described in the provisions of the specific PRODUCT SHEETS of the postal parcel services to make sure that the data on the address label produced by Magyar Posta are correct or to indicate the need to correct erroneous details during acceptance;
- j) Magyar Posta delivered the postal parcel to an occasional recipient pursuant to Point 6.7 in accordance with the sender's specific instruction but at the time of entering into the postal service contract the sender did not have the addressee's consent to the possibility of delivery to the immediate neighbour at the address;
- k) the contents of a mail item deteriorate during the period of retention (holding) following an unsuccessful delivery attempt or during the performance of an additional and supplementary service (e.g. mail holding) requested by the sender.
- l) In the case of postal parcels, the service or the additional and supplementary services were not fulfilled, because the sender failed to provide Magyar Posta with the data set out in point 3.5. paragraphs 9)-11) and 12/A) at which the sender or addressee can be contacted, or at the contact data provided it was not possible to make contact for reasons beyond Magyar Posta's sphere of operation;

- m) It can be presumed that the sender or addressee acted with fraudulent intent in the interest of receiving indemnity or the fee or fee difference of the unperformed service being repaid to it completely or partly;
  - n) Magyar Posta undertook the performance of the postal service contract based on the sender's explicit statement made in accordance with point 3.2, paragraph 8/A b).
- 3) Magyar Posta must prove the deficiency in packaging and also that the damage was caused by an unforeseeable circumstance beyond its control or, in spite of its conduct in accordance with the contract, by a mail item of a third party other than the injured party, and/or that the sender failed to state the use of the supplementary or additional service on the address label or document in proof of dispatch, or in the electronic posting list of the mail item.
- 4) The sender must prove that the damage was not a consequence of the inherent attributes of the mail item and that the damage was not due to a deficiency of the packaging, and, moreover, that the sender stated the use of the supplementary or additional service on the address label or document in proof of dispatch, or in the electronic posting list of the mail item.
- 5) Magyar Posta will not bear any liability for damages – even for a postal parcel posted with the “Fragile” additional service/handling – if only the external packaging of a mail item has been damaged.
- 6) Magyar Posta is not liable for damages arising from the loss of, destruction of or damage to mail items, notifications and advice-of-delivery forms that can be deposited in a letterbox if there is no letterbox which complies with the requirements set out in Point 6.3 at the address and Magyar Posta placed the notification of the arrival of mail items in a covered place near the address used for this purpose not directly exposed to the weather (wind and rain, etc.) or in a device which Magyar Posta presumed was provided by the addressee for the purpose of the delivery of mail items.
- 7) Magyar Posta is not liable for the unsuccessful delivery of mail items to be handed over in person, or the delayed or non-performance of the time-guaranteed service provided the reason for this is that the addressee did not ensure easy and safe access to the address for Magyar Posta.
- 8) In the case of the destruction or full loss of a mail item, a claim for damages on the grounds of delay cannot be enforced.
- 9) Magyar Posta is not liable for damages due to the delayed delivery of non-time-guaranteed mail items.
- 10) Magyar Posta will not be liable for damages due to the delayed delivery of mail items posted with a time-guaranteed service if
- a) the delay was caused by unforeseeable circumstances beyond its control;
  - b) the delivery of the mail item was unsuccessful within the time-limit because the addressee or other authorised recipient was not available at the place specified in the address; or,
  - c) in addition to the cases set out in paragraphs a) and b), exemption from liability for delayed performance is provided under the Civil Code,
  - d) the sender does not hand over or has not sent the document in proof of dispatch or the electronic posting list at the time or by the time of the posting of the items,
  - e) the transport of dangerous goods complying with point II.3 of APPENDIX 1 published on Magyar Posta's website was delayed because Magyar Posta, in order to comply with ADR regulations, reasonably chose to restrict its available transport capacities (retaining the mail item with reason in the course of forwarding or delivery);



- f) the delivery attempt takes place on the addressee's specific instructions, after the time guarantee set by the sender, at the place indicated in the address or at a different, agreed place.

11) In the case of the non- or non-contractual performance of a postal service contract concluded concerning non-registered mail items, in particular in the event of the destruction of, full or partial loss of or damage to a mail item, Magyar Posta is under no obligation to pay indemnity for damages except if the loss or damage was the result of an intentional act by Magyar Posta or a person acting on its behalf.

12) Magyar Posta will not be liable for damages if the contents of a mail item are excluded from postal services or may only be carried subject to conditions and the sender did not comply with the requirements for the carriage of mail items subject to conditions.

13) In the case of the e-notification, e-projection, e-arrival to post office box and e-delivery list additional and supplementary services, Magyar Posta will not check the authenticity or correctness of the notification address. Magyar Posta will not assume liability for damages arising from an incorrectly or inaccurately given notification address.

14) In the case of the e-notification, e-projection, e-arrival to post office box and e-delivery list additional and supplementary services, Magyar Posta will not be liable if the notification does not reach or is delayed in reaching the addressee of the notification due to unforeseeable circumstances beyond its control.

15) Magyar Posta will not assume liability for the track & trace additional service if a problem occurs in the sender's or addressee's Internet access.

16) Magyar Posta accepts no liability for decisions made by the competent customs bodies related to the inspection of mail items presented to customs.

#### 9.1.3. Liability for the destruction of, loss of and damage to mail items

1) With the exception of the provisions of Point 9.1.2, Magyar Posta is liable for damages incurred due to the destruction of, full or partial loss of, and damage to a mail item in the period of time from the acceptance of the mail item until its delivery or return delivery to the sender.

2) If a non-time-guaranteed registered mail item not using the insured additional service is destroyed, fully or partially lost or damaged, Magyar Posta will pay flat-rate indemnity. If the mail item

- a) is destroyed or fully lost, the amount of the flat-rate indemnity payable is fifteen times the tariff charged for the service or a higher amount otherwise specified in a separate PRODUCT SHEET;
- b) is partially lost or damaged, the flat-rate indemnity payable will be the proportion of the full amount of the flat-rate indemnity specified in point a) equivalent to the extent of the damage caused to the full value of the mail item.

3) If a mail item posted with the insured additional service is destroyed, fully or partially lost, or damaged, Magyar Posta will pay the following flat-rate indemnity taking the provisions of paragraph 5) into account:

- a) if the mail item is destroyed or fully lost, the flat-rate indemnity payable will be the sum indicated as the insured value;
- b) if the mail item is partially lost or damaged, the flat-rate indemnity payable will be the proportion of the amount of the insured value of the item equivalent to the extent of the damage caused compared to the total value of the item.

4) - <sup>11</sup>

- 5) In the event that the sender did not state the real market value as the amount of the insured value, Magyar Posta will use – if the amount of the insured value is
- a) higher than the real market value of the contents of the mail item – at most the real market value;
  - b) lower than the real market value of the contents of the mail item – at most the amount of the insured value
- as the basis for calculating the flat-rate indemnity.  
To this end Magyar Posta is entitled to request the invoice evidencing the market value of the contents.

6) If Magyar Posta misdelivered a mail item to an unauthorised recipient and contractual delivery to the authorised recipient is impossible within thirty days of the realisation of the misdelivery, the rules on indemnity for damages arising from loss of a mail item will apply.

7) If the delivery or the attempted delivery of a registered mail item sent in domestic mail does not occur within fifteen days of posting, unless a written contract between Magyar Posta and the sender provides otherwise, Magyar Posta will regard the mail item as lost until proven to the contrary and will apply the rules for indemnity for lost mail items.

8) When a mail item presumed to have been lost pursuant to paragraph 7) is found, the item will be delivered. Any unpaid flat-rate indemnity and the unrepaired tariff for the service will not be paid but already paid flat-rate indemnity and the amount of the already reimbursed tariff for the service does not need to be refunded to Magyar Posta in spite of the delivery.

#### 9.1.4. Liability for the delayed delivery of mail items

1) Magyar Posta will pay flat-rate indemnity for the delayed (attempted) delivery of mail items posted with a time-guaranteed service with exceptions described in paragraph 10) of Point 9.1.2. The amount of the flat-rate indemnity is twice the tariff paid for the time-guaranteed postal service.

2) In the event that the addressee gave instructions regarding the delivery of a mail item posted with a time-guaranteed service in accordance with the provisions of the separate PRODUCT SHEET prior to the first attempt to deliver the mail item, Magyar Posta is liable for the delayed delivery of the mail item if

- a) based on the addressee's instructions made in accordance with the provisions of the separate PRODUCT SHEET, at the time the verbal contract is entered into with the addressee, the period or point in time of the time guarantee specified by the sender has passed, or
- b) the delivery is first attempted based on the addressee's instructions made in accordance with the provisions of the separate PRODUCT SHEET beyond the period of time or at a later time than agreed in the verbal contract entered into with the addressee.

#### 9.1.5. Other rules on liability

1) If during the performance of a postal service contract Magyar Posta becomes liable for damages on several legal grounds or due to the non-contractual performance of several simultaneously used additional services, the amount paid in indemnity by Magyar Posta will be the highest among the applicable flat rates of indemnity.

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<sup>11</sup> Repealed on 1 June 2014.

1/A) If the time-guaranteed postal service is delayed as a consequence of performing a subsequent instruction, Magyar Posta is not liable for damages for late delivery.

1/B) If the delay in the performance of the postal service contract entered into with the sender for a time-guaranteed service is caused by the addressee's instructions made in accordance with the provisions of the separate PRODUCT SHEET, but the verbal contract entered into with the addressee in accordance with the provisions of the separate PRODUCT SHEET is fulfilled as expected, Magyar Posta is not liable for damages for late delivery.

2) The amount of the flat-rate indemnity payable for the non-performance or non-contractual performance of the redirecting supplementary service is twice the tariff paid for the service. If the tariff is based on a period of time, the flat-rate indemnity payable will be based on the tariff payable for the shortest period of time available for the service.

3) For the payment for goods additional service and the "Delivery-after-payment" letter service, Magyar Posta is liable up to the payment-for-goods or delivery-after-payment amount provided the mail item was delivered without collecting the payment-for-goods or delivery-after-payment amount or only collecting a smaller amount.

4) If a mail item posted with a time-guaranteed service and the insured additional service in domestic traffic is partially lost or damaged and Magyar Posta delivers the remaining part of the item or the damaged item delayed, Magyar Posta must pay indemnity for both the delayed delivery and the partial loss of or damage to the item which together is up to either the amount of the item's insured value or twice the tariff paid for the time-guaranteed postal service, whichever is the greater.

5) Magyar Posta may claim the damaged objects if it agrees to pay indemnity for them.

#### 9.1.6. Claiming indemnity

1) The sender is entitled to claim indemnity with the exceptions described in paragraphs 2) and 3).

2) The addressee is entitled to claim indemnity only if

- a) the item was delivered to the addressee or other authorised recipient, or
- b) the sender has assigned the right to claim indemnity to the addressee in writing, or
- c) the mail item must be regarded as the property of the addressee based on Point 6.1 paragraph 5).

3) Third parties other than the sender or the addressee are entitled to claim indemnity only if the person authorised to claim indemnity has assigned this right to such third persons in writing.

4) If the sender claims indemnity under sub-point a) of paragraph 2), the written claim for indemnity must refer to the record made by Magyar Posta.

5) If an authorised representative wishes to claim indemnity, the authorised representative must produce authorisation for this specific purpose with the exception of a general power of attorney. The authorisation must be appended to the written statement of claim.

5/A) If, in the event of the case described in sub-point c) of paragraph 2), the addressee claims indemnity, the addressee must attach to the report written by Magyar Posta as part of the written claim submitted to Magyar Posta the confirmation of a distance contract given to the

consumer by an enterprise as the sender based on legislation also containing the full sum paid as the purchase price related to the purchase and sale of the product (e.g. copy of the invoice).

6) Neither the addressee nor the third party pursuant to paragraph 3) may claim indemnity for an amount which is higher than that due to the sender.

7) A claim for indemnity made by either of the claimants annuls the other person's right to claim indemnity.

8) Claims for indemnity may be made at any postal service outlet.

9) The partial loss of or damage to a mail item – if it is perceptible – must be indicated immediately on the delivery document or other technical device for recording signatures at the time of the delivery or return delivery of the item by the person receiving the mail item. For postal parcels addressed to a Parcel Terminal, Magyar Posta must be notified of this fact by ringing the telephone number indicated at the delivery point and afterwards the given instructions must be followed. Failure to do this leads to loss of rights. In the absence of a delivery document or other technical device for recording signatures, or when the partial loss of or damage to the item is not detected immediately upon delivery (return delivery), Magyar Posta must be notified of this in writing within three working days of the date of delivery or the right to make a claim will be forfeited. At the same time as the partial loss or damage is reported in writing, Magyar Posta will make a subsequent record based on the presented item. The claim for indemnity may also be indicated when the written report is submitted. The entire item including the content and the outer and inner packaging must be presented to Magyar Posta in order to have the claim assessed.

10) When submitting a claim for indemnity the sender (or the addressee or authorised representative) must in every case place all invoices, documents and records supporting the claim for indemnity as well as the entire item including the content and the outer and inner packaging and any other evidence at the disposal of Magyar Posta.

11) The claimant may notify Magyar Posta of a claim for indemnity on the grounds of the delayed delivery of a mail item posted with a time-guaranteed service in writing within fifteen days of the receipt of the item or the right to make a claim will be forfeited.

12) The claimant may, with the exception described in paragraph 14), submit a written claim for indemnity on the grounds of the loss or destruction of a mail item to Magyar Posta within six months starting on the fifteenth day from the date of posting of the mail item or the right to make a claim will be forfeited.

13) Magyar Posta will respond in writing to the claimant's report or claim for indemnity within thirty days. In its reply Magyar Posta

- a) will inform the claimant of any further conditions and procedures that might be needed to assess the merits of the report, or
- b) will establish whether or not the report or the claim for indemnity is justified. If the claim is deemed to be justified, the claimant will be advised of the expected date of the payment of indemnity, or
- c) will inform the claimant of the rules on indemnity and claiming indemnity laid down by law and in the contract. Furthermore, pursuant to the provisions of Section 2 of Act CLV of 1997 on consumer protection (hereinafter referred to as the Consumer Protection Act), Magyar Posta will inform claimants classified as consumers under the rules applying to the conciliation body about the possibility to institute a procedure to settle a consumer dispute before the conciliation body pursuant to the Consumer Protection Act.

14) When the fact of the loss or destruction of a mail item is revealed to Magyar Posta during a complaint procedure and at the time of the receipt of Magyar Posta's response to the complaint establishing the fact of loss or destruction less than 30 days remain of the period for claiming indemnity specified in paragraph 12), the period for claiming indemnity will be extended by another thirty days after the receipt of the response.

15) If the claimant submits a notification, report or claim as described in paragraphs 9), 11), 12) and 14) to Magyar Posta within the period permitted therein, and Magyar Posta has challenged the claim for indemnity or has failed to pay indemnity within sixty days of the receipt of the information under sub-point b) of paragraph 13) establishing that the claim was justified, the claimant may enforce the claim for indemnity in court within a permitted period of one year starting at the date of posting the mail item. The length of time that a consumer dispute procedure before the conciliation body takes will not be included in the period for claiming indemnity.

16) Magyar Posta will make arrangements to remit the amount of indemnity awarded within eight calendar days of the assessment of the claim for indemnity.

#### 9.1.7. Procedure if part of the item is recovered after indemnity is paid

1) If a lost part of a mail item is recovered after the indemnity amount has been paid, Magyar Posta will advise the claimant thereof. The claimant may claim the part recovered in Hungary within fifteen days of receiving the notice of it being found, but in this case the indemnity paid in respect of the recovered part of the contents must be refunded. If the claimant demonstrably receives the notification but does not respond to it within the time-limit, Magyar Posta will regard this as renunciation of ownership of the recovered part of the contents.

## 9.2. Liability for damages for mail items sent in international mail

### 9.2.1. General rules

1) For international services (irrespective of whether the damage or loss occurred within or outside Hungary) the Postal Services Act, international agreements and separate agreements concluded with foreign postal service providers govern the liability of Magyar Posta and/or the foreign postal service provider, the assessment of the claim for indemnity as well as the amount of indemnity. Magyar Posta accepts no liability for processes that occur prior to the arrival of international mail items in Hungary from abroad. Furthermore, the provisions of Point 9.1.1 will also prevail with regard to Magyar Posta's liability for damages arising from providing the postal service, the provisions of Point 9.1.2 will prevail with regard to the exclusion of liability of Magyar Posta and the provisions of Point 9.1.6 will prevail with regard to the enforcement of claims for indemnity for mail items sent abroad from Hungary and received from abroad in Hungary.

1/A) In the case of the destruction, complete or partial loss (deficient content) of, or damage to international registered postal items arriving to Hungary from abroad, the sender is entitled to indemnification except if the sender renounces its right to assert a claim for damages in favour of the addressee in a written statement or the mail item must be regarded as belonging to the addressee based on the provisions of paragraph 5) of Point 6.1.

1/B) The partial loss of or damage to a mail item sent abroad must be reported to the foreign postal service provider in writing at the time of delivery or within the period of limitation specified in the general terms and conditions of the foreign operator participating with Magyar Posta in order to perform the given service calculated from the time of delivery.

2) The sender (or the addressee, or their authorised representative) must always attach all available invoices, receipts, documents, the sender's statement in which it renounces its right

to assert a claim for damages, as well as the entire mail item (the content together with the entire internal and external packaging) and other evidence to the submitted claim for indemnity.

3)<sup>12</sup>

3/A With regard to international services, claimants may make claims for indemnity on the grounds of the destruction or loss of a mail item to Magyar Posta in writing within six months of the day following the day of posting of the item unless the separate PRODUCT SHEET provides otherwise or the right to make a claim will be forfeited.

4) With the exception of mail items posted with the insured additional service, Magyar Posta establishes the amount of indemnity in SDR (DTS). SDR (DTS) is the International Monetary Fund's unit of account and its conversion rate to HUF changes periodically. Information on the current value of SDR (DTS) is given in the document OTHER TARIFFS RELATED TO POSTAL SERVICES published on Magyar Posta's website.

5) Magyar Posta's liability does not extend to indirect damages or lost profit., or to claim for damages relating to a service already performed on the basis of another contract, separate from the performance of the postal service contract (e.g. amounts paid in advance on the basis of a contract concluded by the addressee and the foreign sender as remote parties, concerning the sale of products).

6) If during postal handling or during the indemnity procedure it becomes apparent that the insured value of an international mail item posted with the insured additional service was fixed at a level that is clearly higher than its actual market value, Magyar Posta is entitled to request the presentation of the invoice evidencing the market value of the content, and Magyar Posta's liability for indemnity extends only up to the market value.

7) Magyar Posta will reply to the person submitting the report or claim in writing within thirty days and, dependent on the investigation of the cooperating foreign postal operator, this period may be extended by a further thirty days.

8) If a lost part of a mail item is recovered after the indemnity amount has been paid, Magyar Posta will advise the claimant thereof. The claimant may claim the part recovered in Hungary within three months of receiving the notice of it being found, but in this case the indemnity paid in respect of the recovered part of the contents must be refunded. If the claimant demonstrably receives the notification but does not respond to it within the time-limit, Magyar Posta will regard this as renunciation of ownership of the recovered part of the contents.

#### 9.2.2. Extent of liability for international letter-mail items

- a) In the event of the destruction of, full or partial loss of, or damage to an international letter-mail item posted with the insured additional service, the amount of indemnity payable is proportionate with the extent of loss or damage but is at most equivalent to the insured value.
- b) In the event of the destruction of, full or partial loss of, or damage to a mail item posted without the insured additional service but with the registered additional service, Magyar Posta will pay flat-rate indemnity. If the mail item
  - ba) is totally lost or destroyed, the amount of indemnity payable – unless stated otherwise on the separate PRODUCT SHEET – is a flat rate of 30 SDR (DTS),

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<sup>12</sup> Repealed on 22 November 2016.

bb) is partially lost or is damaged, the amount of indemnity payable is a proportion of the full flat-rate indemnity given in point ba) equivalent to the extent of the damage caused compared to the total value of the item.

### 9.2.3. Extent of liability for priority and non-priority international postal parcels, Europa+ parcels and MPL Europe Standard parcels

- a) If a priority and non-priority international postal parcel, Europa+ parcel or MPL Europe Standard parcel posted with the insured additional service is destroyed or fully lost, the amount of indemnity payable is the amount of the insured value of the item. If the item is partially lost or damaged, the amount of indemnity payable is a proportion of the amount of its insured value equivalent to the extent of the loss or damage caused compared to the total value of the item.
- b) In the event of the destruction of, total or partial loss of, or damage to a priority or non-priority international postal parcel, Europa+ parcel or MPL Europe Standard parcel posted without the insured additional service, the amount of indemnity payable is the amount calculated in proportion with the extent of loss or damage calculated at the rate of 4.50 SDR (DTS) per kilogram up to a maximum of 40 SDR (DTS).

### 9.2.4. Extent of liability for International EMS express mail items

- a) In the event of the destruction of, full or partial loss of, or damage to an international EMS express mail item posted with the insured additional service, the amount of indemnity payable is proportionate with the extent of loss or damage but is at most equivalent to the insured value.
- b) In the event of the destruction of, full or partial loss of, or damage to an international EMS express mail item posted without the insured additional service and without paying a separate fee, Magyar Posta will pay indemnity. If an international EMS express mail item
  - ba) is fully lost or destroyed, the amount of indemnity payable is the actual amount of the loss or damage proven by the sender up to a maximum of HUF 20,000 for Print items (containing documents) and HUF 50,000 for Pack items (containing goods);
  - bb) is partially lost or is damaged, the amount of indemnity payable is a proportion of the insured amount of HUF 20,000 or HUF 50,000 included in the basic fee equivalent to the extent of the loss or damage caused compared to the total value of the item.
- c) <sup>13</sup>

### 9.2.5. <sup>14</sup>

c) Magyar Posta will pay flat-rate indemnity for the delivery or attempted delivery in excess of the transit time undertaken in the Country Guide of international EMS express mail items with the exception of Point 9.1.2 paragraph 10) a) to b). The amount of the flat-rate indemnity is the same as the fee paid for the postal service.

### 9.2.6 Extent of liability for the cash on delivery additional service

1) With the international cash on delivery additional service, Magyar Posta is liable up to the cash-on-delivery amount if the mail item was delivered without collecting the cash-on-delivery amount or collecting an amount less than the full amount.

<sup>13</sup> Repealed on 22 November 2016.

<sup>14</sup> Repealed on 4 July 2016.

## 10. Magyar Posta's obligation to refund fees

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1) Magyar Posta will refund fees which have been miscalculated and paid upon accepting mail items or when posting postal parcels at a Parcel Terminal or which have been erroneously collected upon delivery, or the difference in miscalculated fees, to the person who paid these. Potential reimbursements of fees paid at Parcel Terminals will be settled by Magyar Posta subsequently and by bank transfer.

1/A) In cases specified in paragraphs 2) and 3) of Point 9.1.3 Magyar Posta will also refund the fee paid by the sender for the service upon concluding the postal service contract

- a) to the sender;
- b) to the addressee if, under paragraph 5) of Point 6.1, the mail item must be regarded as owned by the addressee and the addressee proves based on a distance contract that he or she has paid the fee for the postal service contract to the sender.

1/B) If either party claims the refund under paragraph 1/A), the other party will lose the right to that refund.

2) In addition to the provisions of paragraph 1) Magyar Posta will refund the full fee for the service if

- a) the sender cancels the postal service contract by requesting the return of a mail item at the acceptance point prior to forwarding;
- b) Magyar Posta does not perform the postal service contract for reasons attributable to it; or
- c) the Postal Services Act or these GTC thus prescribe apart from the cases outlined in sub-points a) and b).

2/A) If a mail item which has been prepared for dispatch by paying for postage in part or in whole by using an envelope with a postage stamp or a postage stamp with no value indication or a prepaid envelope cannot be accepted as a letter-mail item under point 4.2 paragraph 3) of these GTC, Magyar Posta will refund the amount equivalent to the postage stamp adhered to the envelope used to prepare the mail item for dispatch and the price of the no value indication and prepaid envelopes specified as the selling price in the document OTHER FEES RELATED TO POSTAL SERVICES published on Magyar Posta's website for the envelope used to prepare the mail item for dispatch to the sender when the mail item is handed over for posting.<sup>15</sup>

3) When granting a partial refund of a fee, Magyar Posta will repay:

- a) the overcharged amount provided the sender or addressee paid a rate in excess of the correct tariff for a mail item and this can be established from Magyar Posta's documents or from the mail item. If the overpayment was made due to incorrectly establishing the weight of the mail item, when informing Magyar Posta of this the mail item must be presented in its original condition and undamaged,
- b) the difference between the amount charged and the new tariff when the sender changes the address of a mail item or changes the requested additional or supplementary service at a postal service outlet classified as an acceptance point before a mail item is forwarded and due to the new destination or changed additional or supplementary service a lower tariff should be charged,

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<sup>15</sup> Magyar Posta applies the provision in this point between 1 January 2017 and 31 March 2017.



- c) the fee for the service for international EMS express mail items, priority and non-priority international postal parcels, Europa+ parcels and MPL Europe Standard parcels<sup>16</sup> which have been accepted but are returned before leaving Hungary at the request of the sender or for a reason arising in the sender's sphere of interest, deducting the fee applicable for a domestic EMS express item, or for priority and non-priority international postal parcels, Europa+ parcels and MPL Europe Standard parcels<sup>17</sup> the amount charged for an MPL Business parcel delivered to the door of the same weight,
- d) for international services the sender may request a refund of the tariffs paid except for the fee for the insured additional service if a mail item posted with the registered and insured additional services is destroyed or lost due to the occurrence of force majeure, for which indemnity cannot be claimed,
- e) if indemnity is payable for the loss of or total damage to an international letter-mail item posted with the registered additional service, a priority and non-priority international postal parcel posted without the insured additional service or an international mail item posted with the insured additional service, the sender or the addressee is entitled to a refund of the tariff paid for the service as well except for the fee paid for the international registered or international insured additional service,
- f) Magyar Posta refunds the fee for the advice of delivery additional service if it did not do its utmost to ensure the successful delivery of the mail item or the mail item was delivered but the advice of delivery additional service was not performed. When mail items are returned with the following endorsements for non-delivery, Magyar Posta does not refund the fee for the additional service and considers the service performed:
  - fa) unidentifiable address;
  - fb) addressee unknown;
  - fc) not collected;
  - fd) acceptance refused;
  - fe) moved;
  - ff) unable to deliver;
  - fg) "reported deceased/dissolved".
- g) for domestic mail items, the fee for any additional and supplementary services requested and paid by the sender which were not performed by Magyar Posta due to unsuccessful delivery and neither performed when returning the item to the sender based on paragraph 3) of Point 6.12.
- h) if during aviation security control at the airport a mail item sent in international mail is found beyond doubt to contain an article excluded from air transport (APPENDIX 1; DANGEROUS GOODS EXCLUDED FROM TRANSPORTATION BY POST AND TRANSPORTABLE ON CERTAIN CONDITIONS) and its carriage by road to the country which is the item's place of destination is not possible (including international EMS express mail items that could not meet the transit time given in the COUNTRY GUIDE if forwarded by surface mail), Magyar Posta will return the mail item to the sender – provided it is not affected by official detention or destruction and is not excluded from transportation by road – accompanied by a notice explaining the circumstances and, granting a partial refund, will reimburse the fee for the service deducting the fee for the item type charged for domestic delivery (for priority and non-priority international postal parcels and Europa+ parcels the fee will be based on the amount charged for an MPL Business parcel delivered to the door of the same weight). Magyar Posta accepts no further liability for damages arising from returning the item or delayed delivery;
- i) the flat-rate fee paid by the customer for the redirecting additional service if the customer withdraws the order placed for redirecting on the day of concluding the

<sup>16</sup> Magyar Posta does not apply the provision related to this product/service from the date of entry into force of the amendment to the GTC (22 November 2016). Magyar Posta will publish separate prior notice of the starting date of the application of the provision related to this product/service.

<sup>17</sup> Magyar Posta does not apply the provision related to this product/service from the date of entry into force of the amendment to the GTC (22 November 2016). Magyar Posta will publish separate prior notice of the starting date of the application of the provision related to this product/service

contract at the place where the order was placed (that is cancels the written contract). In the event of cancellation occurring after the day of placing the order, however, Magyar Posta will only return the flat-rate fee for the period after the month in which the written contract was terminated.

## 11. Quality of service

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### 11.1. Basic provisions

- 1) The quality indicators for the performance of the universal postal service and a postal service substituting the universal postal service are:
  - a) transit time;
  - b) reliability index (rates of loss, destruction, partial loss and damage).
- 2) The quality indicators for the performance of a postal service not substituting the universal postal service are:
  - a) time guarantee;
  - b) transit time.
- 3) The transit time is the period of time calculated using statistical methodology from the time of acceptance of a mail item under a postal service contract until the time of delivery or attempted delivery of the mail item.
- 4) The indicators for the reliability of the performance of service are the maximum rate of lost or destroyed and partially lost or damaged domestic registered mail items in the universal postal service compared to the number of domestic registered mail items in the universal postal service. These indicators are calculated as in Point 11.3.
- 5) Time-guaranteed service is Magyar Posta's commitment under which it assumes an obligation to deliver or attempt the delivery of mail items within a specified period of time or at a specific time.
- 6) Magyar Posta operates a quality management system and has ISO 9001 quality management system certification. The system ensures the regular measurement, documentation and archiving of quality indicators through regulated processes. The continuous maintenance and conformity of the quality management system is inspected and certified by an independent accredited body at set regular intervals.
- 7) Magyar Posta provides the data required for the market surveillance of the postal service to the National Media and Infocommunications Authority through its certified quality management system in respect of the provisions of the Postal Services Act, § 53 (1) and § 57 (12).

### 11.2. Transit time of the universal postal service and the postal service substituting the universal postal service

- 1) Magyar Posta has an obligation to organise and operate the provision of the universal postal service and the postal service substituting the universal postal service in a manner that ensures that the transit time within Hungary for the universal postal service, for the postal service substituting the universal postal service and for the domestic section of the international universal postal service is as an annual average in accordance with the provisions of Points 11.2.1 to 11.2.7, presuming that

- a) in the case of the universal postal service, entry into the universal postal network occurs at the actual acceptance point on the specified day in question prior to the last collection time (shown for users on a sign indicating when mail will last be emptied, which is positioned on postboxes in a highly visible place on the front). If the mail item is deposited after the last collection time, the following collection day must be regarded as the date of entry;
- b) in the case of the postal service substituting the universal postal service, entry into the postal network occurs at the acceptance point and by the acceptance time fixed by Magyar Posta.

#### 11.2.1. Domestic transit times – compulsory transit times for letter-mail items under the universal postal service

- 1) At least 90% of single-piece tariff priority letter-mail items posted must be delivered or attempted to be delivered by the end of the working day after the date of posting and at least 97% by the end of the third working day after the date of posting.
- 2) At least 85% of single-piece tariff non-priority letter-mail items posted must be delivered or attempted to be delivered by the end of the third working day after the date of posting and at least 97% by the end of the fifth working day after the date of posting.
- 3) At least 90% of non-single-piece tariff priority letter-mail items posted must be delivered or attempted to be delivered by the end of the working day after the date of posting and at least 97% by the end of the third working day after the date of posting.
- 4) At least 85% of non-single-piece tariff non-priority letter-mail items posted must be delivered or attempted to be delivered by the end of the third working day after the date of posting and at least 97% by the end of the fifth working day after the date of posting.

#### 11.2.2. Domestic transit times – compulsory transit times for postal parcels under the universal postal service

- 1) At least 85% of postal parcels posted must be delivered or attempted to be delivered by the end of the second working day after the date of posting and at least 95% by the end of the third working day after the date of posting.

#### 11.2.3. Domestic transit times – compulsory transit times for official documents under the universal postal service

- 1) At least 85% of official documents posted must be delivered or attempted to be delivered by the end of the third working day after the date of posting and at least 97% by the end of the fifth working day after the date of posting.

#### 11.2.4. Domestic transit times – compulsory transit times for mail items containing literature for the blind under the universal postal service and mail items with other contents that may be dispatched under the universal postal service

- 1) At least 85% of mail items under this point must be delivered or attempted to be delivered by the end of the third working day after the date of posting and at least 97% by the end of the fifth working day after the date of posting.

#### 11.2.5. Domestic transit times – compulsory transit times for mail items under a postal service substituting the universal postal service

- 1) At least 85% of mail items under this point must be delivered or attempted to be delivered by the end of the third working day after the date of posting and at least 97% by the end of the fifth working day after the date of posting.

#### 11.2.6. International transit times – compulsory transit times for letter-mail items and mail items containing literature for the blind posted under the universal postal service

1) In international traffic crossing the borders of European Union member states, Magyar Posta must ensure that at least 85% of priority letter-mail items and mail items containing literature for the blind may be delivered, or their delivery attempted, by the end of the third working day after posting and at least 97% by the end of the fifth working day after the date of posting provided that entry into the postal network occurred prior to the last specified collection time of the day at the access point in question.

2) In international traffic crossing the borders of European Union member states, Magyar Posta must ensure that non-priority letter-mail items and mail items containing literature for the blind may be delivered, or their delivery attempted, between the fourth and ninth working day after the date of posting.

3) In international traffic crossing the borders with other European countries, Magyar Posta must ensure that priority letter-mail items and mail items containing literature for the blind may be delivered, or their delivery attempted, between the third and eighth working day after the date of posting and non-priority items between the fifth and tenth working day.

4) In international traffic crossing the borders with other countries in the world, Magyar Posta must ensure that priority letter-mail items and mail items containing literature for the blind may be delivered, or their delivery attempted, between the fifth and tenth working day after the date of posting and non-priority items between the seventh and twenty-first working days.

#### 11.2.7. International transit times – transit times for postal parcels under the universal postal service

1) The Country Guide provides information on the transit times of priority and non-priority international postal parcels.

### 11.3. Requirements showing the reliability of the universal postal service

1) The indicators for the reliability of the universal postal service are the maximum rate of lost or destroyed and partially lost or damaged domestic registered mail items in the universal postal service compared to the number of domestic registered mail items in the universal postal service.

#### 11.3.1. The indicator for lost or destroyed registered mail items

1) Magyar Posta has an obligation to organise and operate the provision of the universal postal service in a manner that ensures that in the course of performing the postal service related to domestic registered items posted under the universal postal service the number of lost or destroyed domestic registered items compared to the number of registered items accepted in domestic traffic complies with the following indicator:

$$E/F \leq 0.06 \text{ thousandth}$$

where

E is the number of lost or destroyed registered mail items posted under the universal postal service in domestic traffic in the reference year, and

F is the number of registered mail items accepted under the universal postal service in domestic traffic in the reference year.

2) In the course of defining the indicator, registered mail items posted under the universal postal service in domestic traffic whose acceptance was acknowledged by Magyar Posta in writing or by another verifiable means but whose delivery has not been acknowledged on the document for this purpose, or by the application of a device recording signatures and

identifying the person of the authorised recipient, and the fact of delivery cannot be verified in any other way must be considered as lost or destroyed.

#### 11.3.2. The indicator for partially lost or damaged registered mail items

1) Magyar Posta has an obligation to organise and operate the provision of the universal postal service in a manner that ensures that in the course of performing the postal service related to domestic registered items posted under the universal postal service the number of partially lost or damaged domestic registered items compared to the number of registered items accepted in domestic traffic complies with the following indicator:

$$S/F \leq 0.05 \text{ thousandth}$$

where

S is the number of partially lost or damaged registered mail items posted under the universal postal service in domestic traffic in the reference year, and

F is the number of registered mail items accepted under the universal postal service in domestic traffic in the reference year.

2) In the course of defining the indicator, those cases must be considered partially lost or damaged where it is demonstrated that Magyar Posta did not perform adequately due to the missing contents of or damage to registered mail items posted under the universal postal service in domestic traffic caused by Magyar Posta.

#### 11.4. Requirements showing the reliability of the postal service substituting the universal postal service

##### 11.4.1. The indicator for lost or destroyed registered mail items

1) Magyar Posta has an obligation to organise and operate the provision of the postal service substituting the universal postal service in a manner that ensures that in the course of performing the postal service related to domestic registered items posted under the postal service substituting the universal postal service the number of lost or destroyed domestic registered items compared to the number of registered items accepted in domestic traffic complies with the following indicator:

$$E/F \leq 0.22 \text{ thousandth}$$

where

E is the number of lost or destroyed registered mail items posted under the postal service substituting the universal postal service in domestic traffic in the reference year, and

F is the number of registered mail items accepted under the postal service substituting the universal postal service in domestic traffic in the reference year.

2) In the course of defining the indicator, registered mail items posted under the postal service substituting the universal postal service in domestic traffic whose acceptance was acknowledged by Magyar Posta in writing or by another verifiable means but whose delivery has not been acknowledged on the document for this purpose, or by the application of a device recording signatures and identifying the person of the authorised recipient, and the fact of delivery cannot be verified in any other way must be considered as lost or destroyed.

##### 11.4.2. The indicator for partially lost or damaged registered mail items

1) Magyar Posta has an obligation to organise and operate the provision of the postal service substituting the universal postal service in a manner that ensures that in the course of performing the postal service related to domestic registered items posted under the postal service substituting the universal postal service the number of partially lost or damaged domestic registered items compared to the number of registered items accepted in domestic traffic complies with the following indicator:

$$S/F \leq 0.22 \text{ thousandth}$$

where

S is the number of partially lost or damaged registered mail items posted under the postal service substituting the universal postal service in domestic traffic in the reference year, and F is the number of registered mail items accepted under the postal service substituting the universal postal service in domestic traffic in the reference year.

2) In the course of defining the indicator, those cases must be considered partially lost or damaged where it is demonstrated that Magyar Posta did not perform adequately due to the missing contents of or damage to registered mail items posted under the postal service substituting the universal postal service in domestic traffic caused by Magyar Posta.

## 11.5. Postal services not substituting the universal postal service

### 11.5.1. Time guarantee

1) The actual duration of the time guarantee is given on the respective PRODUCT SHEET for each product/service.

2) The rules on liability for the time guarantee are given under Point 9.

### 11.5.2. Domestic transit times – for non-time-guaranteed postal services not substituting the universal postal service

1) At least 85% of the mail items listed in this point must be delivered, or their delivery attempted, by the end of the third working day after posting and at least 97% by the end of the fifth working day after the date of posting.

### 11.5.3. International transit times – for postal services not substituting the universal postal service

1) Information about the transit times of Europa+ parcels, international EMS express mail items and MPL Europe Standard items is given in the publication Country Guide.