



USERS RELATIONSHIP GENERAL TERMS
IN TIME LTD – CERTIFICATE OF REGISTRATION № 18 / 14.06.2001
ISSUED BY THE MINISTRY OF TRANSPORT AND COMMUNICATIONS
FOR DELIVERING COURIER SERVICES

CHAPTER I

Subject and general terms

1. These General terms of the contract between "In Time" Ltd. and its end users set forward the terms and order of courier services consignment.

2. These General terms are obligatory both for In Time and the user.

3. The General terms are inseparable part of the individual contract with the user.

4. The up-to-date Tariff guide of In Time is inseparable part of the General terms.

5. When a shipment is handed to In Time, consignee accepts on his behalf and on behalf of the user, associated with the shipment, that these General terms are in force, except if other is agreed in writing with an empowered In Time official.

CHAPTER II

Services range and characteristics

6. In Time executes domestic and international courier services. Courier services are non-universal postal services, defined in the Postal Services Law.

7. In Time delivers services, according to article 6, to users from all settlements on the territory of Republic of Bulgaria. International shipments may have any destination in the world.

8. Orders are taken from Monday to Friday, and if In Time has office in the destination city they are executed in the same business day.

9. Types of shipments:

9.1. Letter – written message on any media, inserted in an In Time card envelope.

9.2. Document – written messages or printed materials, without commercial value (which do not fit in an In Time card envelope).

9.3. Non-document – shipments with defined dimensions and weight, usually containing items with or without commercial value.

10. Non-document shipments may be cash-on-delivery or not, depending on the sender.



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11. There are no limits of the number of packages in a multi-package shipment.

12. Size and weight limits:

12.1. The maximum weight of a single package for domestic shipment: 50 кг.

12.2. The maximum weight of a single package for international shipment: 70 кг.

12.3. The maximum length of a single package: 270 см.

12.4. The maximum weight and girth: 330 см.

13. Calculating and charging the weight of the shipment:

Prize is determined based on the general actual weight or the general dimensional weight of all packages in the shipment, whichever is greater. Dimensional weight is determined using the following formula:

$\text{Length} \times \text{Width} \times \text{Height in centimeters} / 6000 = \text{dimensional weight in kilograms.}$

In Time reserves the right to weight and calculate over again every package, to confirm calculations.

CHAPTER III

Access terms

14. In Time guarantees equal access to all users for all available services.

15. Receiving shipments is based on a phone call by the sender or according to preliminary agreement with the user.

16. Users may also use the In Time offices.

CHAPTER IV

Quality of service

17. Shipment delivery term, according to the up-to-date Tariff guide.

18. Courier services guarantee not only greater speed and safety of accepting, handling and delivering of shipments personally to the consignee, but also rendering of all or some of the following additional services:

18.1. collecting from sender's address

18.2. delivering up to specific date

18.3. optional change of destination and consignee while the shipment is being handled

18.4. receiving written or verbal information on delivery date and hour of the shipment (if requested by the sender)

18.5. controlled supervision and tracking of shipments

18.6. personalized services to users and "a la carte" service (by choice) the way you want it and when you want it ("on demand" и "by contract")



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19. In Time is bound to ensure the safety of the shipments and to keep all correspondence confidential (sender and consignee), not only while services are being rendered but also after that. In Time will not give out information on shipments and their contents, except to sender and consignee and their empowered representatives, and to guarantee the security of the network.

CHAPTER V

Payments

20. All services prices are defined by In Time according to the requirements of the Postal Services Law and are dependant on the type of service, destination zone, weight of shipment and additional fees and taxes, if such are applicable. Payment is either paid in cash or wired by:

20.1. the sender

20.2. the consignee

20.3. according to preliminary agreement between In Time and the user

21. All charges for services are published in the up-to-date Tariff guide, on the internet site and on a visible place in the In Time offices.

CHAPTER VI

Requirements for collecting and delivering of shipments

22. In Time accepts shipments, which are adequately shaped and packed for transportation and are not endangering the safety of other shipments.

23. Sender supplies packaging. Envelopes and packets of the shipments must comply with the following requirements:

23.1. they must be appropriate for the weight, shape and type of content of the shipment, as well with the method of transportation and transportation continuance.

23.2. Packaging and enclosement of shipments should ensure the safety their contents in a manner that not only it should not be possible to damage it, but also to prevent access to it without visible notice of packaging been breached, or to allow disclosure of shipment content to third parties.

24. In Time reserves the right to refuse any package, which does not comply with the requirements of article 23 or the description in article 12.

25. In case of doubt concerning forbidden goods or substances in the shipment, In Time when accepting such shipment, may request sender's agreement to check the content. If the sender denies – shipment will not be accepted.

26. Shipment is delivered to the addressee designated in the bill of lading or to another entity, empowered to accept delivery of shipment on his behalf (like persons in the same premises or next to addressee's). Courier service contract is considered accomplished with the shipment been delivered.

27. Cash-on-delivery shipments are delivered after the consignee has cashed them. In Time then wires the collected sum to the sender.



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28. In case of wrong address, In Time transfers delivery in accordance with the specific additional instructions of the sender. Additional fees are applicable according to the In Time Tariff.

29. Return shipments are delivered to sender after payment for both directions when: In Time fails to deliver the shipment after three tries; if consignee rejects the shipment; if In Time is unable to deliver due to wrong address (after all reasonable means to determine the right address have been used) or is unable to collect delivery due payments from the consignee.

CHAPTER VII

Rights and obligations of In Time users

30. Users have the right:

30.1. to receive full information on characteristics and features of available services as in article 6;

30.2. to require contracts for all services supplied by In Time;

30.3. to use In Time supplied free packaging adequately to the according shipment types;

30.4. to issue requests, complaints and suggestions;

30.5. to receive indemnification according to Chapter IX;

30.6. to have their shipment returned, if consignee rejects it, paying for the In Time service in both directions.

31. Users are bound:

31.1. to prepare the shipment in adequate form according to article 23;

31.2. to pay the prize for the service as quoted in article 20, except if other is agreed in a written individual contract or additional agreement;

31.3. to supply true and maximum detailed information about the shipment consignee;

31.4. to be held responsible for damages caused to In Time. Obligation amount will be equal to the caused damages;

31.5. to be held responsible to In Time, for all damages caused by the contents of their shipment to other shipments. Obligation amount will be equal to the obligation of In Time to the parties which shipments have been damaged.

32. In Time has the right:

32.1. to require an adequate shape and packaging of the shipments for transportation, which does not endanger the integrity or contents of other shipments;

32.2. to reject shipments containing forbidden for transportation goods and substances, according to Chapter VIII;

32.3. to be compensated by the users for damages caused by their shipments to In Time or other shipments;

32.4. to sign individual contracts and/or agreements for additional services;

32.5. In Time reserves the right to deny or suspend transportation of shipments which are economically or technically are impractical or unremunerative for transportation, when:

32.5.1. they do not comply with the provisions of articles 12 and 23;

32.5.2. In Time fails to deliver after attempting three times; if consignee rejects the shipment; if In Time is unable to execute delivery due to wrong address (after all reasonable means to determine the right address have been used) or is unable to collect delivery due payments from the consignee.



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33. In Time is obligated:

33.1. to guarantee equal access to available services for all users;

33.2. to keep confidentiality of correspondence during and after service has been rendered;

33.3. to inform users for all characteristics of the offered services, including their prizes, the forbidden for transportation goods and substances, as well as when requested by the users, to give information on conditions and order for using the services;

33.4. to consider and take position on user reclamations, not later than 30 (thirty) days after they have been issued;

33.5. to indemnify the users according to the provisions of Chapter IX;

33.6. to duly notify the users for all or any limits applying to offered services, enforced by the official authorities in cases of emergency or concerning national security or national defence;

33.7. to put the General terms and the Tariff guide in a visible spot in access places, and to publish them on its internet site, and when requested to give them free of charge to the users.

CHAPTER VIII

Forbidden for transportation goods and substances

34. In Time, according to the provisions of article 90 of the Postal services law, forbids the insertion of the following items and substances in the contents of the shipments:

34.1. narcotic, anaesthetic, psychotropic and poisonous substances

34.2. weapons, explosives, inflammable and other hazardous substances and items

34.3. items and substances which because of their nature or packaging are dangerous to the life and health of In Time employees or other persons, or may endanger, contaminate, soil or damage other shipments or property

34.4. live animals

34.5. religious materials of forbidden or not registered in the country sects or organizations

34.6. movable cultural monuments, which do not have issued license or certificate

34.7. insertion of money, valuables, coins, banknotes, monetary signs, travel cheques, objects which are precious for the sender, platinum, gold, silver, polished or unpolished precious stones or other precious items

34.8. forbidden for transportation in international shipments are not only the items and substances defined in article 90, paragraph 1 of the PSL, but also other items and substances, stated in the international contracts, as well as items that are forbidden for import or distribution in the destination country.

CHAPTER IX

Reclamations and indemnification procedures

35. The user has the right of indemnification.

36. Reclamation of damaged shipment should be made by the consignee when receiving the shipment, in the presence of a courier and with his participation an ascertainment protocol in two copies should be filled.

37. In Time has a limited material responsibility to users concerning shipments which have been not fully or incorrectly executed according to the courier service contract.



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38. For partially or fully damaged, or lost during transportation shipments, In Time bears limited responsibility to the amount of:

38.1. the actual value of the contents, but not more than the equivalent in leva (BGN) of 100,00 (hundred) US Dollars, for international shipments;

38.2. the actual value of the contents, but not more than BGN 15,00 (fifteen leva), for domestic shipments.

39. Sender may rise the limit of responsibility of In Time if when sending:

39.1. international shipment, fills a higher value of content in the bill of lading, and pays the according fee. The declared value of the contents by no means should exceed the equivalent in leva (BGN) of 50 000 (fifty thousand) US Dollars per package;

39.2. domestic shipment, fills a higher value of content in the bill of lading, and requests it to be included in an insurance, and pays the according fee or sign an independent insurance. The declared value of the contents by no means should exceed BGN 25 000 (twenty five thousand leva) per shipment.

40. In Time is not responsible for:

40.1. damage or loss of shipments, caused by force majeure;

40.2. damage of shipments due to the sender, because of inadequate for the weight, volume or content of the shipment packaging, because of wrongly stated content, or caused by the nature of the content itself;

40.3. if the sender have not made a reclamation in the moment of receiving;

40.4. for shipments containing forbidden items or substances, which because of this reason have been confiscated or destroyed by the official authorities and in the established order;

40.5. for purely economic loss, including expenses for alternative transportation, loss of profit, loss of business opportunities or loss of income, caused by loss of use, caused by loss or damage, or delay of shipment or package, independent if the value of the relevant shipment has been declared according to article 39;

40.6. for damage or loss of packaging.

41. All reclamations should be directed to In Time in writing as soon as possible, for every case, but not later than 14 (fourteen) days after In Time has accepted the shipment. If this terms is not kept In Time may no longer be held responsible. Reclamations are to be sent to the following address: In Time Ltd., 41, Nedelcho Bonchev Str., 1528 Sofia

42. Deadline for reclamation is 30 (thirty) days after it has been deposited with In Time.

CHAPTER X

Resolving disputes

43. Disputes between In Time and the users are to be settled by good will. If they fail to reach consensus, each party may request the expertise of the Communication regulation committee or other competent authority.



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