



**GENERAL TERMS AND CONDITIONS
OF THE CONTRACT WITH USERS OF COURIERS SERVICES
PROVIDED BY “IN TIME” LTD.**

Approved by Decision No. 69/09.03.2023 of the Communications Regulation Commission (CRC)
Effective as of 1 May 2023

**SECTION I
GENERAL**

Art. 1. (1) “IN TIME” Ltd., hereinafter referred to as “Operator” or “IN TIME”, is a postal operator carrying out courier and auxiliary services, collectively referred to below as the “Services”.

(2) Courier services provided by the Operator (also referred to as “Main Services”, “Transport” or “Transportation Services” in the Tariffs and other documents related to the provision of Services), are non-universal postal services, according to the Postal Services Act (PSA).

Art. 2. (1) These General Terms and Conditions of the Contract with Users of Courier Services provided by “IN TIME” Ltd., hereinafter referred to as the “General Terms and Conditions”, shall define the rights, obligations and responsibilities of the Parties to the Contract for courier and auxiliary services and the conditions and order for the provision of Services by the Operator.

(2) The General Terms and Conditions shall be an integral part of the Contract concluded between the Operator and the Users, and are binding on the Parties to it. By submitting the shipment to the Operator, the User accepts and states that he/she is aware of the contents of these General Terms and Conditions, which shall apply to the provision of Services by the Operator.

(3) These General Terms and Conditions define the rules and order of implementation of Services provided by IN TIME. The General Terms and Conditions shall be supplemented by the current Tariffs and Tariff Guides of the Operator (hereinafter collectively referred to as the “Tariffs”) that contain important data, specifics and the prices of the Services. The applicable legislation shall apply to all issues not settled in these General Terms and the Tariffs.

(4) The Parties to the Contract may agree on other conditions for the provision of services, for which they conclude an individual contract, an integral part of which are these General Terms and Conditions. If the Parties agree upon other conditions for the provision of services that contradict part of these General Terms and Conditions, then the additional conditions agreed between the Parties shall prevail, without excluding the effect of the rest of the General Terms and Conditions.

Art. 3. Users can familiarize themselves with the current General Terms and Conditions and Tariffs in each stationary post office of IN TIME on the territory of the Republic of Bulgaria (Bulgaria), where they are displayed in prominent and accessible places, as well as on the pages of IN TIME on the Internet at - www.intime.bg, www.city-express.bg, where they are published in electronic format.



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SECTION II ACCESS TO THE OPERATOR'S NETWORK

Art. 4. (1) IN TIME shall provide services to Users from all settlements on the territory of Bulgaria, ensuring equal access to services provided through its postal network.

(2) IN TIME shall perform reception, transfer and delivery services on shipments to certain destinations outside Bulgaria. The Users can find information about this service on the Internet pages of the Operator.

(3) Shipments shall be accepted at access points from the Operator's network in Bulgaria and the Sender's address in Bulgaria.

(4) The Operator shall not accept shipments through post boxes.

Art. 5. (1) The working hours of the access points from the Operator's network in Bulgaria usually include working days in the country. The working hours shall be determined at the sole discretion of the Operator.

(2) Users can find the location of and information about the working hours of the access points in Bulgaria on the Internet pages of the Operator.

(3) In some settlements in Bulgaria, the Operator receives and delivers shipments according to service schedules that are available on www.intime.bg.

Art. 6. (1) The Operator can accept requests for a visit by the Operator to accept shipment/s from an address.

(2) Visits by the Operator to the User's address shall be carried out only if the Operator has the technical and operational ability to carry out the visit and accept the shipment(s) and after providing accurate and comprehensive data regarding weight, volume, receiving and delivery addresses and contents of the shipment(s), the sender's telephone number, as well as information regarding the availability of suitable loading and unloading equipment for shipments weighing more than 50 kg.

(3) The Operator may, at its sole discretion, refuse any visit request to accept shipment/shipments from an address if the Operator determines that it is unable to fulfil the request in a timely or accurate manner.

(4) The Operator may refuse to accept shipment/shipments if the data submitted in the User's request are incomplete or inaccurate.

Art. 7. (1) The various services that the Operator usually offers to Users are specified in the Tariffs.



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(2) The Operator may, at its sole discretion, temporarily suspend or permanently terminate the provision of certain services, and to introduce new services.

(3) In the cases referred to in the previous paragraph, the Operator may inform the Users about the change in an appropriate way, through its websites, through the Tariffs and/or in another way chosen by the Operator.

(4) IN TIME may refuse, at its sole discretion, to accept a shipment if it considers that it is unable to perform any service requested by the User accurately and on time.

Art. 8. (1) When the shipment is to be accepted at the address of the User, the latter must have ensured that the shipment is ready for delivery by the time the Operator's courier is at the address of the User.

(2) The Operator's courier shall wait for the delivery of the shipment up to 5 (five) minutes after arriving at the address.

Section III

PROHIBITED ITEMS AND SUBSTANCES AND OTHER RESTRICTIONS

Art. 9. (1) Without the list being exhaustive, It is prohibited to place in domestic and international postal shipments the following substances and items:

1. Narcotic, intoxicating, psychotropic and poisonous substances and anabolic steroids;
2. Weapons, weapon parts, ammunition, pyrotechnic articles, explosive, incendiary or other dangerous substances and items;
3. Items contrary to moral standards;
4. Pornographic materials;
5. Items and substances which, due to their nature or packaging, pose a danger to the life or health of postal employees or other persons or animals, or may contaminate or damage other shipments, facilities or means of transport;
6. Religious materials of banned or unregistered sects and organizations in the country;
7. Movable cultural monuments for which no permits or certificates have been issued;
8. Excise goods and tobacco waste, the possession, transportation, offering and sale of which are prohibited by the Excise Duties and Tax Warehouses Act;
9. Alcoholic beverages, tobacco and tobacco products in international shipments;



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10. Coins, banknotes, currency notes, traveller's cheques and other documents, debentures, stocks, bonds, share certificates, stock certificates, bills of exchange, savings accounts, credit cards, debit cards, paper documents or other means, which give the right to payment, other securities, other negotiable financial instruments, objects of value to the sender, platinum, gold, silver, processed or raw precious stones, real pearls, unique jewellery, antiques, works of art, unique objects, ivory and products containing ivory, stamps, and other valuables;
11. Jewellery and watches, the price of which exceeds USD 500 per package or the monetary equivalent in BGN;
12. Dangerous goods or materials, according to the rules of IATA and ADR;
13. Perishable items and substances, waste, plants, seeds, live or dead animals, animal skins from wild animals, materials for medical or biological research, human or animal remains, body parts or organs, blood and blood plasma and other types body fluids;
14. Items and substances that need to be transported and stored at a certain temperature or other special requirements for their transportation, storage or delivery are required;
15. Other items and substances specified in an effective regulatory act, the placement of which in postal shipments is prohibited;
16. Other items and substances specified by the Operator in the Tariffs or on its Internet pages.

(2) In international postal shipments, including those with a declared value, in addition to the substances and items specified in the preceding paragraph, other substances and items specified in international treaties, as well as items, the importation or distribution of which is prohibited in the country of destination.

Art. 10. If the Operator suspects that prohibited items or substances have been placed in a postal shipment, IN TIME requires the Sender's consent to carry out an inspection by opening the shipment and inspecting the contents. In case of refusal, the shipment is not accepted.

Art. 11. IN TIME has the right to photograph, film and X-ray the received shipment at any time. IN TIME may also check the shipment with other technical means, in order to make sure that it does not contain prohibited items and substances.

Art. 12. The Operator may refuse to provide or suspend the provision of services for shipments containing items and substances whose acceptance, transfer, delivery or other types of processing necessary for the performance of the Services require permits or licenses.

Art. 13. Items and substances that are subject to spoilage or require a special temperature when receiving, transporting or delivering, are accepted as shipments, only with the consent of the Operator



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and on the condition that the User accepts this to be done at his/her own risk. IN TIME does not provide the necessary processing for the reception, transfer and delivery of such shipments.

Art. 14. (1) The value of one shipment should not exceed:

1. For domestic shipments transported without a declared value - BGN 5,000 (five thousand);
2. For domestic shipments transported with a declared value - BGN 50,000 (fifty thousand);
3. For an international shipment - USD 50,000 (fifty thousand) (United States dollars) or its equivalent for one package in BGN.
4. For domestic shipments transported with CITY EXPRESS courier services, the value of the contents may in no way exceed BGN 5,000 (five thousand) per shipment up to 50 kg and BGN 10,000 (ten thousand) for a shipment weighing from 50 kg to 700 kg.

(2) The Operator may, in some cases, set different maximum values in the Tariffs than those specified in the previous paragraph.

Art. 15. (1) As far as these General Terms and Conditions and the Tariffs do not provide otherwise, the following requirements and restrictions regarding the form, dimensions and weight of the shipments shall apply:

1. The maximum weight of each of the packages in the shipment shall be up to 50 kg for a domestic shipment and up to 70 kg for an international shipment;
2. The maximum length of each of the packages in the shipment shall not exceed 274 centimetres and the maximum size shall not exceed a total of 400 centimetres in length and circumference combined. The length of the package is taken as its longest side, and the circumference of the package is calculated by adding twice the height of the package to twice its width.
3. The total height of a pallet shipment, including the pallet (skid), shall not exceed 170 cm;
4. The total weight of a pallet shipment, including the pallet (skid), shall not exceed 800 kg.

(2) As far as these General Terms and Conditions and the Tariffs do not provide otherwise, the following requirements and restrictions regarding the shape, dimensions, and weight of domestic shipments transported with CITY EXPRESS® courier services shall be in force:

1. The maximum weight of each of the packages in the shipment should be up to 20 kg;
2. The maximum permissible dimensions for a package are - 70 cm length by 70 cm width by 90 cm height.
5. The total height of a pallet shipment, including the pallet (skid), cannot exceed 160 cm;
6. The total weight of a pallet shipment, including the pallet (skid), cannot exceed 700 kg.

(3) Pallet shipments shall be accepted only placed on pallets with the following dimensions:

1. Pallets with dimensions of 80 cm wide by 120 cm long, referred to in the Tariffs and other documents related to the performance of "Europallet" services.



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2. Pallets with dimensions of 120 cm wide by 120 cm long, referred to in the Tariffs and other documents related to the performance of “Non-standard pallet” services.

SECTION IV PACKAGING OF SHIPMENTS. TRANSPORT DOCUMENTS.

Art. 16. Envelopes, packaging, pallets (racks) and closure of shipments (hereinafter referred to as shipment packaging) shall be the responsibility of the Users and shall be executed in accordance with the volume, weight, shape, nature and contents of the shipment.

Art. 17. The Users shall provide suitable and reliable packaging for their shipments and at their own expense.

Art. 18. (1) The packaging of the shipment should ensure its preservation from spillage, damage, or destruction.

(2) The packaging of the shipments should protect their contents not only from damage but also to ensure that it is impossible to reach their contents without leaving a clear trace of the integrity of the shipments being damaged.

(3) The packaging should ensure that the contents of the shipment cannot become known to third parties.

Art. 19. (1) A shipment may consist of one package (single-package shipment) or two or more separate packages (multi-package shipment).

(2) All packages included in one Bill of Lading shall be considered one shipment.

(3) As far as the Tariffs do not provide otherwise, pallet shipments include one or more packages arranged on one pallet.

Art. 20. The Users should comply with the following basic rules and requirements when choosing a packaging material and when preparing and packing a shipment, in order to reduce the possibility that the shipment will be damaged, destroyed, lost or mishandled during the performance of the Services:

1. To use durable boxes with strong covers, sides and bottom, made of material resistant to moisture, exposure to the sun, pressure, vibrations, swinging and other usual external influences during the performance of the Services;
2. To use strong and unused pallets, if possible, allowing multiple loading and unloading operations of the pallet shipment;
3. To use unused paper, cardboard and/or plastic boxes and envelopes, if the shipment is suitable for such type of transportation;



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4. If reusable boxes are used for a shipment, the Users shall remove all labels, indicators of dangerous materials and all other box markings on their previous boxes, which are no longer applicable to the shipment, but if applicable, the User shall guarantee that such markings are visible, not damaged, scratched or covered, as well as being clearly legible;
5. To mark and label the packaging so that the persons handling it receive the necessary information in case the same contains fragile objects, liquids or the contents are subject to dispersal. The labels shall be in Bulgarian, and for international shipments - in English;
6. To ensure a distance between the package's outer packaging and its content to be at least 5 (five) centimetres, while such space should be filled with appropriate sealing materials to fix all individual items in the shipment and to ensure the transportability of the shipment;
7. If a package in a shipment contains separate items, each item should be wrapped separately. The Users should compact the internal space between the items in order to secure them within the package;
8. To use a strong adhesive and to tightly secure the closure of used boxes and envelopes, and to ensure that the edges of the packaging are reinforced with packaging tape;
9. Items and packages placed on a pallet (skid) shall be well arranged and not go outside the outlines (in length and width) of the pallet (skid).
10. Not to send shipments alone in their commercial packaging, as the commercial packaging of the goods usually is not reliable transport packaging, which in most cases is intended for the display and processing of goods in commercial establishments. The User should consider that the commercial packaging of goods cannot always provide independently the reliability and strength required for the acceptance, transfer and delivery of the goods as shipments by the Operator;
11. To place duplicates of transport documents for the shipment within the packages, if possible

Art. 21. In order to be sure that the packaging of the shipment is suitable for the selected services, the User can open it and asks the Operator to familiarize himself/herself with the contents and packaging of the shipment from outside and inside, before submitting the shipment to the Operator. After the inspection, carried out according to the order of the previous sentence, and if the shipment is accepted without remarks, IN TIME shall consider the shipment as being properly packed.

Art. 22. By submitting (handing over) the shipment to the Operator:

1. the User understands that the use of packaging purchased by the Operator does not guarantee that it is suitable or reliable enough for the implementation of the Services for the specific shipment, and the User should comply with the packaging rules of these General Terms and Conditions, as well as other reliable and adequate practices for the packing of shipments specified by the Operator;



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2. the User gives his/her consent to repacking and repackaging of the shipment by the Operator, under its sole discretion and during the performance of the Services in case the Operator establishes that this is necessary for carrying out the Services;

3. the User gives his/her consent, and if the Operator considers it necessary for the performance of the Services, the pallet shipments are to be palletized (separated) and transported and delivered as separate packages.

Art. 23. IN TIME may refuse to accept a shipment with inappropriate packaging or packaging material that can endanger the contents of the shipment or other shipments, or the life and health of employees, subcontractors, users, other persons, animals, or cause damage to means of transport or other property.

Art. 24. The Sender warrants and declares that all shipments, submitted to IN TIME at these conditions, correspond to the rules and requirements set forth in these General Terms and Conditions, and were prepared in secured premises, personally by the Sender (in case of Sender who is a natural person) or by a reliable staff of the Sender, or (when it is different from the preceding) by the person handing over the shipment to IN TIME, and are protected from unauthorized intervention during their preparation, storage and transportation to IN TIME. IN TIME takes into consideration this warranty upon acceptance of each shipment according to the General Terms and Conditions.

Art. 25. (1) The shipment delivered to the Operator shall be accompanied by completed and attached User's transport documents, which usually include:

1. Bill of Lading – relating to the entire shipment and for the leading (first) package in the shipment, and
2. label – referring to each of the remaining packages in the shipment.

(2) For certain services and/or types of shipments, the Operator may require additional documents that are required to be prepared and filled in by the Users.

Art. 26. Bills of Lading and labels contain numbers (Barcode) that are unique to the Operator's network and used to track shipments and their individual packages in the Operator's network.

Art. 27. (1) The transport documents accompanying the shipment shall correspond to the sample forms with contents and characteristics approved by the Operator.

(2) The User has no right to submit shipments to the Operator without properly completed, readable and securely attached bills of lading and labels to the shipment (in the case of a multi-package shipment) or with transport documents that have not been generated (drawn up) according to the order or sample forms approved by the Operator.

Art. 28. (1) The transport documents accompanying the shipment can be prepared by the Users through the customer portals and Internet pages supported by the Operator.



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(2) Transport documents can also be prepared based on pre-printed form samples by the Operator, in which cases part of the Services usually offered by the Operator may be unavailable to the User.

Art. 29. (1) Transport documents can also be generated and printed by the Operator based on the information provided by the User, in which case the User may owe a fee.

(2) If the transport documents are generated and printed by the Operator, the User shall check the data entered in the transport documents before shipment is submitted to the Operator and, if errors are detected, request their removal.

Art. 30. In some cases, a return shipment or a shipment that is returned to a sender, as well as in other cases where this is considered required by the Operator, the latter can officially draw up the transport documents to accompany the shipment.

Art. 31. (1) The data contained in the transport documents accompanying the shipment are declared by the User.

(2) The minimum necessary data for the completion of Services are:

1. names of the Sender and Recipient of the shipment;
2. complete and accurate addresses for submitting the shipment and its delivery, including: country, settlement, postal code, boulevard, street, residential district, block, number, entrance, floor, apartment, office and/or other);
3. person and phone number for contacting the Sender and the Recipient (local to the country, where the address of submission of the shipment, respectively the address of receipt, is located);
4. the type of the shipment and its contents;
5. value, if the shipment is delivered with “Declared value” service
6. cash on delivery amount, if the shipment is delivered with the “Cash on Delivery” service;
7. weight, dimensions and number of packages in the shipment;
8. selected services for the shipment;
9. data on the presence or absence of excise goods in the shipment, as well as their quantity and purpose;
10. data about the person who shall pay for the Services (declared by the User);
11. customer number (when applicable).



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(3) If the User has not specified a specific courier service in the transport document for a domestic shipment, it will be automatically charged, accepted, transferred and delivered with “Standard Express” service, and if shipments are transported with “City Express” services than with the “City Express Standard” service.

(4) If the User has not indicated a specific courier service in the transport document for an international shipment, it will be automatically charged, accepted, transferred and delivered by the “Express” service where this service is offered.

(5) Unless expressly agreed otherwise, the User’s instructions entered in the “Special Instructions” field or similar fields in the transport documents on the shipments are not obligatory to the Operator and the Operator shall not be responsible for non-performance of such instructions. Such instructions may be followed by the Operator only if the following prerequisites are present:

1. in the presence of operational capabilities to fulfil the instructions;
2. if the terms and conditions of the elected services are not changed, no other services are added, and
3. if the performance of the instructions does not conflict with the applicable law and these General Terms and Conditions and the Tariffs.

Art. 32. For the timely and accurate performance of the Services, as well as in cases provided by law, the Operator may require additional identification data for the sender and recipient of the shipment, as well as additional data regarding the delivery address and the time interval in which the shipment can be delivered.

Art. 33. By submitting the shipment the User confirms the accuracy of the announced data to the Operator, including but not limited to the transport documents accompanying the shipment, as well as the User assumes responsibility for the consequences of declaring incorrect or incomplete data or of failing to fulfil other obligations under the Contract.

Art. 34. The User shall be responsible for the accuracy and completeness of the data entered in the transport documents accompanying the shipment, as well as for ensuring that all shipments carry the appropriate contact information for the Sender and Recipient of the shipment, are packed, marked and labelled, their contents are described and classified and be accompanied by the necessary documents (according to the specific case) to ensure their suitability for acceptance, transfer and delivery and compliance with the requirements of these General Terms and Conditions and the applicable law.

Art. 35. In case of loss, destruction or damage of a transport document accompanying a shipment or an individual package, the User agrees that if his/her shipment can be identified by the Operator, the latter can rely on the entries for the shipment in the electronic tracking systems and the shipment processing and user tools used by the Operator and the Users, respectively. In all cases, the User agrees and does not object to the Operator relying on such shipment entries as evidence of the terms and conditions of the contract concluded with the User (including, but not limited to, the type of shipment services



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selected by the User, Sender's and Recipient's details, terms of payment, date of acceptance and delivery of the shipment).

SECTION V PERFORMANCE OF THE SERVICES

Art. 36. The Contract for the provision of services by the Operator shall be considered concluded with the acceptance of the shipment by the Operator.

Art. 37. Unless any special or additional services are agreed upon under these General Terms and Conditions, the Services provided by IN TIME shall be limited to receiving, transporting and delivering the shipment.

Art. 38. Shipments may be transported through intermediate points deemed suitable by IN TIME.

Art. 39. The User accepts that his/her shipments are collected with the shipments of other users when performing the Services and that IN TIME may not monitor the incoming and outbound movement of individual shipments at all points of their processing.

Art. 40. The Operator may enter into contracts with other persons for the performance of separate activities from the Services. In these cases, the Operator shall be responsible for fulfilling its obligations arising from the Contract with the User.

Art. 41. IN TIME shall ensure the quality of services by undertaking measures for preserving the secrecy of correspondence, ensuring the inviolability of postal items and provision of postage security.

Art. 42. (1) Shipment delivery times, according to the type of services selected by the User and the type of shipments, are usually calculated in working days, and the day of receipt of the shipment is not counted.

(2) When calculating the terms and date of delivery of international shipments, both holidays and weekends in Bulgaria and holidays and weekends in the other country are not counted.

(3) The times of delivery of shipments and the method of their calculation, according to the type of service selected and the type of shipment, can be found in the Tariffs.

(4) To the extent not otherwise provided in the Tariffs, the deadlines for delivery of shipments are as follows:

1. For domestic shipments - up to 3 (three) working days;
2. For international shipments - up to 7 (seven) working days.

(5) For international shipments, depending on the destination to which the shipment is sent, the delivery



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time according to item 2 of the previous paragraph may be longer.

Art. 43 The User can calculate the delivery time of his/her shipment using the available online tools, information about which can be found on the Operator's websites and in the Tariffs.

Art. 44. (1) Shipments can be sent to the address of the Recipient and an access point, as detailed information about this, according to the type of selected services, can be found on the Operator's websites and in the Tariffs.

(2) Shipments are not delivered to mailboxes in the territory of Bulgaria.

Art. 45. The Users should make sure that there is a road with a durable and good surface to the addresses of submission and receipt of the shipment, suitable for access, parking and manoeuvring of the vehicles used by the Operator to receive, carry and deliver the shipments, as well as to carry out the necessary loading and unloading operations.

Art. 46. (1) Shipments are accepted from and delivered to the first above-ground floor of the building where the sender's address is located, respectively the Recipient's address.

(2) Shipments with a total weight of more than 50 kg shall be accepted and delivered by the Operator from and to the User's address only from and to areas suitable for the acceptance and delivery of the shipment and only with the availability of suitable equipment provided by the User for the necessary loading and unloading operations at the addresses of submission and receipt of the shipment.

(3) The loading and unloading activities and the provision of suitable terrain and facilities for loading and unloading shipments weighing more than 50 kg shall be the responsibility of the User. The Operator shall not be responsible for non-fulfilment of its obligations under the Contract with the User in the absence of such.

Art. 47. (1) The courier service to the address of the recipient includes one visit to an address for delivery.

(2) For some destinations and at the Operator's discretion, subsequent delivery attempts may be made to an address.

(3) As far as the Tariffs or the Contract between the Operator and the User do not provide otherwise, subsequent delivery attempts shall be made within a new term, not less than the term of the selected courier service.

Art. 48. (1) The Sender agrees that IN TIME may apply any alternative delivery methods chosen by the recipient and agreed with the Operator. Such alternative delivery methods include, without limitation:

1. redirection of delivery of a shipment to an alternative address (including to an access point);



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2. allowing the Operator to leave the shipment at the recipient's premises or submitting it to another person and/or

3. modification of services selected by the Sender or postponement of the delivery.

(2) The Sender expressly waives any claims he may have against IN TIME arising from such instructions provided to the Operator by the Recipient.

(3) The Sender also agrees that the Recipient will receive information about the shipment in advance, as well as after its delivery (including, but not limited to, specimens and copies of the transport and other documents accompanying the shipment and information from the Operator's systems regarding the shipment).

Art. 49. (1) IN TIME may deliver the shipment to the Recipient or to another person authorized to receive it on behalf of the Recipient, such as persons located at the recipient's address, an employee of the Recipient, a member of the Recipient's household, porters, reception staff, security of the building in which the address is located, clerks and other persons with similar functions.

(2) Shipments addressed to minors and/or minors in Bulgaria are delivered to their parents or guardians.

Art. 50. (1) If domestic shipment services provide for the Operator to deliver a shipment after identification of the Recipient or the person authorized by him to receive the shipment by means of an identity document, the Recipient (respectively an authorized representative) should provide a valid identity document to the Operator before receiving the shipment.

(2) The Recipient or a person authorized to accept the shipment can identify himself/herself, respectively prove that he/she has the right to receive it, by presenting to the Operator a code that was sent in advance by the Operator to the telephone number for contacting the Recipient specified in the transport documents with instructions. It is the responsibility of the Users to protect the secrecy of the code presented by the Operator.

Art. 51. IN TIME may use electronic devices to obtain proof of receipt and/or delivery of a shipment and the User agrees not to object to IN TIME relying on a printed copy as the sole and sufficient proof of the conclusion and performance of the Services, only because that the information in question is received and stored electronically.

Art. 52. (1) IN TIME and the User agree that an electronic signature can be used in their relationship, agreeing to recognize its value as a handwritten signature.

(2) An electronic signature can be placed on the Operator's device, in which a software application (program) is installed, which transforms the handwritten signature into a digital graphic image and integrates it into the structure of an electronic document/s related to the shipment, in the PDF format. The Parties agree that the electronic signature thus placed has the value of a handwritten signature placed on a paper copy of the document.



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Art. 53. (1) In the event of failure to deliver a domestic shipment to the Recipient's address due to a reason for which the Operator is not responsible, he may return the shipment to the Sender with "Standard Express" service (and for shipments transported with "City Express" services - with the "City Express Standard" service) or to leave it at an access point of its network where shipments are stored within the settlement to which the shipment was sent, and if there is no such access point in the settlement, in an access point in a nearby populated area where shipments are stored.

(2) If the Operator leaves a domestic shipment at an access point, the Operator will attempt to notify the Recipient by message or by calling the Recipient's contact phone number about the possibility of receiving the shipment from the respective access point within the next 5 (five) working days.

(3) A domestic shipment addressed to an access point from the Operator's network in Bulgaria or left at an access point by the Operator in Bulgaria in accordance with the previous article, which is not received within 5 (five) working days may be automatically returned to the Sender by the "Standard Express" service

(4) The Sender shall owe the payment of the price for the "Standard Express" service (resp. for shipments transported with "City Express" services - for the "City Express Standard" service) for the return of the domestic shipment including other fees that may apply according to the Tariffs.

Art. 54. For all international shipments within the European Union, where the Operator has taken measures to deliver the shipment but has failed to do so, the shipment will automatically be returned via the "Standard" service to the Sender. The cost of the return, which includes the cost of all return services and charges according to the Tariffs, shall be payable by the Sender.

Art. 55. For all shipments sent to recipients outside the European Union, where the Operator has made arrangements to deliver the shipment but has been unable to do so, the Operator will contact the Sender to clarify with him how to process the shipment. Both shipping costs and additional charges for any such shipment shall be payable by the Sender.

Art. 56. IN TIME undertakes no obligation, under any circumstances, unless expressly agreed, to terminate the performance of the Services, redirect the delivery (whether to another recipient or address other than that specified in the transport document accompanying the shipment) or return the shipment to the Sender.

Art. 57. (1) If the Operator determines that a shipment does not meet the limitations or conditions of these General Terms and Conditions or that the "cash on delivery" amount specified in the Bill of Lading exceeds the amounts specified in these General Terms and Conditions or the Tariffs, IN TIME may refuse to accept the shipment in question (or the relevant part thereof) and, if the shipment has already been accepted, to suspend the performance of the Services and to hold the shipment (or the relevant part thereof) until receiving an order from the Sender. In this case, IN TIME will attempt to contact the Sender to clarify the follow-up actions with the shipment.



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(2) IN TIME may also suspend the provision of the Services if:

1. the Recipient refuses to accept the shipment or does not look for it after being notified by the Operator;
2. the Recipient is absent or unknown at the specified address or the Operator becomes aware that the recipient has been deceased (deleted or without a legal representative for legal entities) or is unable to accept the shipment within the term of the selected Service;
3. IN TIME cannot make a delivery due to an incorrect or incomplete address (after an attempt has been made to establish the correct address) or because the correct address turned out to be in another town or country than the one indicated in the transport document, accompanying the shipment;
4. the transport document accompanying the shipment does not indicate or indicates an incorrect or incomplete phone number for contacting the Recipient, in accordance with the requirements of these General Terms and Conditions;
5. IN TIME cannot collect the amounts due from the Recipient before delivery;
6. other objective circumstances that prevent the provision of Services.

Art. 58. In cases where IN TIME has the right to suspend the provision of Services for the shipment (or a relevant part of it), it also has the right to return it to the Sender. In case of return of a shipment (or part of a shipment), the Sender shall pay all costs and the cost of returning the shipment, calculated according to the current Tariffs and accept back the shipment.

Art. 59. (1) If, after a temporary suspension of international shipment services (or a relevant part thereof) in accordance with these General Terms and Conditions, IN TIME is unable to receive acceptable instructions from the Sender on how to proceed with the shipment or if it fails to identify or contact the Sender or other authorized person in respect of the shipment within 14 days, the Operator has the right to destroy or sell the shipment (or the relevant part thereof) at its sole discretion.

(2) If, after a temporary suspension of domestic shipment services (or a relevant part thereof) in accordance with these General Terms and Conditions or the law, IN TIME is unable to identify or contact the Sender or other authorized person within 14 days person in respect of the shipment, the Operator has the right to destroy or sell the shipment (or the relevant part thereof) at its sole discretion.

(3) The Operator has the right to destroy or sell the shipment (or the relevant part thereof) entirely at its sole discretion in the event that the Sender refuses to receive it back.

(4) All amounts, fees, costs or expenses (including interest) not settled by the concerned User and related to the shipment or due on another occasion by the User to IN TIME, shall first be deducted from the proceeds of such sale. The balance is kept until the order is received from the Sender.

Art. 60. (1) The Recipient's refusal to receive a domestic shipment shall be certified by the Recipient's signature. If the Recipient or a representative of the Recipient refuses or is unable to sign a refusal to receive the shipment (including, but not limited to, absence from the address or refusal made by telephone, e-mail or otherwise), this shall be certified by the Operator.

(2) The User's refusal to receive an international shipment shall be certified by the Operator.



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Art. 61. (1) Where customs clearance is required for a shipment, it shall be the duty of the Sender to provide or to ensure that the Recipient provides the Operator with complete and accurate documentation for that purpose and, unless otherwise directed, the Operator or a person designated by him acts on behalf of, for the account of and at the risk of the Sender or the Recipient in the customs clearance.

(2) With respect to a shipment whose point of origin and destination are within the same customs area, the Operator shall perform customs clearance only if instructed to do so.

(3) The Sender also agrees that the Operator or a person designated by him may be considered the recipient of the package or shipment for the sole purpose of determining a customs intermediary to carry out the customs clearance (to the extent permitted by law).

Art. 62. Except in the other cases provided by law, the Contract with the User for the provision of Services shall be considered to be fulfilled by the Operator:

1. upon delivery of the shipment;
2. upon return of the undelivered shipment to the Sender;
3. upon destruction or sale of the shipment by the Operator in accordance with these General Terms and Conditions or accordance with other cases provided by law.

SECTION VI

PRICES OF THE SERVICES AND METHOD OF PAYMENT

Art. 63. (1) The Operator shall determine the prices for the provision of Services in accordance with demand and supply.

(2) The prices of the Services usually offered by the Operator shall be contained in the Operator's Tariffs.

Art. 64. (1) When determining the price of some of the Services, the total tariff weight of the shipment shall be taken into account.

(2) The total tariff weight of the shipment shall be the sum of the tariff weights of the individual packages in the shipment. The tariff weight of the individual package in the shipment shall be the greater of the actual (real) weight of the package or the volumetric weight of the package. The volumetric weight of the package in the shipment shall be determined by the following formulas:

1. For packages from domestic shipments:

$$\frac{\text{Length} \times \text{Width} \times \text{Height (all in centimetres)}}{6000} = \text{Bulk weight in kilograms of package}$$



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2. For packages from international shipments

Length x Width x Height (all in centimetres) = Bulk weight in kilograms of package
5000

(3) IN TIME can carry out control measurements of the weights of a shipment and its individual packages, in order to establish the correct tariff weight. If differences from the previously declared weight by the User are found, the Operator can recalculate the value of the Services according to the tariff weight established during the measurement and has the right to receive the payment due according to the correct tariff weight of the shipment.

Art. 65. (1) A fuel surcharge shall be included in the prices of some of the Services. The method of its formation and information for which services the Fuel Surcharge shall be applicable can be found on the Operator's websites and in the Tariffs.

(2) The Operator has the right to determine and include other additional fees to the basic price of the Services (such as fees for deliveries to a remote area and an extended area, etc.), and the same shall be specified by type and value in the Operator's Tariffs.

Art. 66. The prices of the Services shall be paid in advance (prepaid). The prices of the Services can also be paid in certain terms by agreement with the Operator.

Art. 67. If a deferred payment of the prices of the Services has been agreed with the Operator, but no deadline has been set for the payment, the amounts due should be paid within 5 days of the Operator's first written request.

Art. 68. (1) The amounts due for the shipment shall be paid as follows:

1. by the Sender before acceptance of the shipment;
2. by the Recipient prior to receipt of the shipment, if the selected payment method indicates that the amounts due in connection with the shipment will be paid by the Recipient;
3. by a third party prior to receipt of the shipment, if the selected payment method indicates that the amounts due in connection with the shipment will be paid by this third party.

(2) Sending shipments for the account of a third party shall be permissible if there is an individual contract concluded with the Operator, and if such a contract is not concluded, the Operator may suspend the performance of Services for such shipment until payment of the amounts due.

Art. 69. (1) The Sender shall be responsible for the payment of all amounts due for the shipment.

(2) If a) IN TIME is required to pay taxes, duties or claims on behalf of the Sender, the Recipient or a third party, b) the selected payment method indicates that the Recipient or a third party must pay any



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amounts or costs, or c) taxes, customs duties, fines, fees or expenses reasonably imposed, or not, by government authorities, or suffered by IN TIME in connection with the performance of the Contract, due to circumstances outside the control of IN TIME, (for example arising as a result of actions of customs authorities or the inability of the Sender or the Recipient to provide the correct information and documentation, permits or licenses necessary in connection with the transport), the Sender will be jointly and severally liable to IN TIME together with the Recipient and a third party for such amounts.

If the selected payment method indicates that payment is to be received by the Recipient or a third party, this does not limit the Sender's contractual liability to pay the amounts due for the shipment, respectively, if such amount is not paid immediately and in full to IN TIME by any of the aforementioned persons, this amount should be paid by the Sender within 5 days from the first request of the Operator. In all other cases, the Sender undertakes to pay the mentioned amounts to IN TIME upon first demand. In case of doubt, the burden of proving that payment has been made rests on the Sender.

Art. 70. If the Sender, the Recipient or the third party do not pay an amount under these terms, IN TIME may detain any shipments (or parts thereof) that it carries or delivers for the Sender until the full payment is received, or IN TIME may sell them and use the proceeds to repay the obligation in accordance with applicable local law. Any outstanding balance remains due.

Art. 71. IN TIME tariffs are calculated only for the carriage of shipments, the value of which does not exceed the amounts specified in these General Terms and Conditions or any other value provided for in the Tariffs. In the event that IN TIME learns that, without the express written consent of the Operator, it has carried a shipment exceeding this value, then, in addition to other applicable tariffs and charges and any other compensation, according to these Terms and Conditions and the Tariffs, it will apply an additional shipping fee of 5% of the value of the shipment exceeding the relevant value.

SECTION VII DECLARED VALUE

Art. 72. In return for payment of the price determined in the Tariffs, at the request of the User who requested the Service, the Operator may provide an additional service "Declared Value" (as mentioned in the Tariffs and other documents related to the provision of the Services).

Art. 73. (1) The Declared Value may not be higher than the actual value of the contents of the shipment and may not exceed the limits for the value of the declared value shipment specified in these General Terms and Conditions or the values specified in the Tariffs.

(2) The "Declared Value" service does not apply to loss, damage and/or theft of the package(s) in the shipment, unless otherwise expressly agreed with the Operator.

Art. 74. (1) Where the contents of the shipment are equipment and/or electronics, the Operator may, at its discretion, request the provision of factory or other identification data of the contents before accepting the shipment with the additional "Declared Value" service.



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(2) For shipments that contain mobile phones and notebook computers, an additional “Declared Value” service can only be provided if, before the delivery of the shipment, the identification numbers (IMEI) of the mobile phones and the factory numbers of the laptops are declared by the User.

Art. 75. The additional “Declared Value” service shall be provided only for shipments that contain new items and/or goods or items and/or goods under warranty that have a commercial value.

Art. 76. The additional “Declared Value” service shall not be provided for shipment contents representing used items and goods (other than those under warranty), money, credit and debit cards, securities, vouchers, coupons, cheques, bills of exchange, philatelic and numismatic specimens and collections, fair and exhibition articles, models, documents, works of art, plans, projects, drawings, ornaments and other objects and articles made of or containing precious metals and/or precious and/or semi-precious stones, jewellery and watches with a total value greater than USD 500 (five hundred) US dollars, computer programs and software, databases or other records, audio and video recordings and information.

Art. 77. The additional “Declared Value” service does not cover indirect damages, non-property damages and lost profits.

Art. 78. In the case of partially damaged Declared Value shipments, the Operator may, at its sole discretion, cover the costs of repairing the damage.

Art. 79. (1) Compensation is not due for a shipment with a Declared Value, in the case of a circumstance inaccurately announced or kept silent by the User, if this contributed to the occurrence of the damaging event and/or the causing of the damage.

(2) No compensation is due under the additional “Declared Value” service if it is established that the shipment contains an item or goods specified in Art. 76, or prohibited items and substances, or if the User has not paid the price due for the service on time.

Art. 80. The additional “Declared Value” service may not be available for all types of shipments, for all types of services and for all possible destinations.

SECTION VIII CASH ON DELIVERY

Art. 81. (1) The Operator shall provide the additional “Cash on delivery” service for some destinations and some courier services.

(2) “Cash on delivery” is an additional service in which the postal item is delivered to the Recipient against payment of an amount determined by the Sender.



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(3) The Operator may limit the provision of the “Cash on delivery” service for certain types of shipments, as information about this can be found at the Operator’s websites, as well as on the Operator’s contact telephone numbers.

Art. 82. Unless otherwise agreed or an additional service is requested that provides otherwise, a “Cash on delivery” shipment shall be delivered after payment of the delivery amount by the Recipient, and the collected cash on delivery amount shall be transferred by the Operator to the Sender.

Art. 83. (1) The amount to be collected for cash on delivery shall be indicated by the User in the transport document accompanying the shipment.

(2) The “cash on delivery” amount shall be in the Bulgarian currency for domestic shipments, and for international shipments - in EUR, or if international shipments are in another currency, the currency of the country of destination of the shipment.

Art. 84. (1) When the amounts specified in the transport document, collected by the Recipient and/or paid to the Sender, are in a different currency, the conversion shall be carried out at a rate/rates reasonably determined by the Operator.

(2) The operator assumes no responsibility for risks related to currency exchange.

Art. 85. (1) The “cash on delivery” amount for domestic shipments shall be collected in cash or by means of a POS terminal (if carried by the courier).

(2) The “cash on delivery” amount collected for one domestic shipment cannot exceed BGN 5,000 (five thousand), and in case of a refund (repayment) of the “cash on delivery” amount to the Sender in cash at an address, the limit is BGN 1,000 (one thousand).

(3) The “cash on delivery” amount for a domestic shipment shall be paid in cash to the Sender or by bank transfer to a bank account specified by the Sender, and upon agreement with the Sender, the payment of the “cash on delivery” can be made with the Postal Money Transfer service of the Operator.

Art. 86. For international shipments, different countries have different restrictions on cash on delivery amounts that can be collected in cash, and the available information on this can be obtained from the Operator. When paying in cash, the maximum amount collected in this form is the local currency equivalent of USD 5,000 per Recipient per day. If the Sender specifies an amount for the delivery of international “cash on delivery” shipment that exceeds these limits, the Operator automatically receives the right to accept cheques for all or part of the amount.

Art. 87. (1) If the transport document for an international shipment does not clearly instruct the Operator to accept only cash payment for an international shipment, the Operator may accept payment either in cash (subject to country restrictions) or by some type of cheque, issued in favour of the Sender, which is recognized in the country of destination of the shipment.



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(2) Where the Operator accepts cheques, the maximum amount that may be collected in any form shall not exceed the equivalent of USD 50,000 per package (or other applicable value, if lower). Where the Operator is entitled, under these General Terms and Conditions, to accept a cheque, it may be either in EUR or, if in another currency, the local currency of the country of destination of the shipment.

Art. 88. (1) Upon collecting cash amounts for international shipments, the Operator shall pay the Sender the equivalent in the local currency of the country where the shipment was accepted by the Operator. The Operator may make such payments of cash on delivery amounts either by bank transfer to a bank account notified to the Operator by the Sender or by issuing a cheque in favour of the Sender.

(3) Cheques in favour of the Sender, issued either by the Operator as previously aforementioned, or by the payee and received by the Operator, may either be forwarded to the Sender by post at his/her own risk, or delivered to the Sender or another person who is authorized to accept the cheque on behalf of the Sender.

Art. 89. In the event that the Sender has not received cash on delivery amounts, he shall notify the Operator in writing of this within 45 (forty-five) days from the date of delivery of the shipment in question.

Art. 90. If the Operator fails to deliver a shipment because the Recipient has not paid the “cash on delivery” amount in the appropriate form or refuses to accept the shipment, the Sender shall indemnify the Operator for any losses, expenses or other claims against the Operator by the Recipient or a third party.

Art. 91. The Operator’s liability in respect of the “cash on delivery” collection amount shall not exceed either the relevant maximum amount that may be collected under these General Terms and Conditions or the “cash on delivery” amount specified in the transport document accompanying the shipment, whichever is the lesser of the two amounts. In addition, the “cash on delivery” amount shall in no case exceed the value of the goods in the country of destination, adding the relevant shipping charges.

Art. 92. For the avoidance of doubt, the “cash on delivery” amount does not constitute the declared value of the shipment or anything else, and therefore has no effect on the Operator’s liability for loss, theft or damage, in whole or in part, to the “cash on delivery” shipment.

Art. 93. The Operator shall not assume responsibility for dishonest and fraudulent actions on the part of the payee, including, but not limited to, issuing a fake cheque or a cheque that is not paid, or cheques incorrectly filled out by the payee.

Art. 94. (1) As far as the Tariffs do not provide otherwise, the imposed payment shall be refunded (paid):

1. for domestic shipments - within three working days of its collection by the Recipient of the shipment;
2. for international shipments - up to 14 days from its collection by the Recipient of the shipment.



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(2) The day of collection of the “cash on delivery” is not taken into account when calculating the delivery period.

SECTION IX PERSONAL DATA

Art. 95. By submitting the shipment, the User provides personal data to the Operator and consents to the processing of personal data, necessary for the fulfilment of the requested Services and/or statutory obligations of the Operator. The Sender guarantees that:

1. legally received the personal data that he provided to the Operator for the shipment,
2. is authorized to provide this data to the Operator, and
3. has received informed and specific consent from that Recipient that the Operator may send an e-mail and other notifications regarding the agreed services to the Recipient.

Art. 96. IN TIME has developed and implemented the “IN TIME OOD Personal Data Protection Information Policy”, which explains how the Operator collects and uses the personal data of Users and informs them of their rights in relation to the protection of personal data. The current version of the “IN TIME OOD Personal Data Protection Information Policy” is published and available on the Operator’s website.

Art. 97. In order to increase and guarantee the quality of the Services offered, as well as to fulfil the legal obligations of the Operator, telephone conversations conducted between the Operator and Users may be recorded, and video surveillance may be conducted in the offices of the Operator.

SECTION X LIABILITY OF THE PARTIES. CLAIMS AND REMEDIES PROCEDURES

Art. 98. The operator owes compensation in the amounts specified in these General Terms and Conditions, in the cases of:

1. shipments lost, stolen or damaged, in whole or in part;
2. returned postal items when there are no reasons for their non-delivery;
3. non-compliance with delivery deadlines;
4. non-compliance with the deadlines for payment of cash on delivery amounts.



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Art. 99. The Operator's liability for damages resulting from non-performance, incomplete, inaccurate or delayed performance of the Services is limited only to the amounts specified in these General Terms and Conditions.

Art. 100. The Sender or the Recipient of the postal item has the right to a written complaint, and the deadline for presenting the complaint is 6 (six) months, counted from the date of receipt of the item.

Art. 101. (1) When receiving the shipment, the User must check its contents in the presence of the courier.

(2) If, upon receipt of the shipment, it is found that the contents are missing or damaged, the Operator may draw up a Statement of Findings with the Recipient in two identical copies according to the Operator's form, which is signed by the Operator and the Recipient of the shipment.

(3) Data regarding the day of delivery, the contents and number of the shipment, the alleged lack and/or damage, the condition of the packaging, as well as the alleged reasons for this shall be entered in the Statement of Findings.

(4) In the event of a Recipient's refusal to sign the Statement of Findings, the courier certifies the Recipient's refusal with its signature.

Art. 102. Users can submit their complaints:

1. in writing at an access point from the Operator's network;
2. in writing to the address of the Operator's office;
3. through the tools for filing complaints on the Internet, on the Operator's website.

Art. 103. The complaint shall be considered to have been regularly filed only if the Operator has been paid in full all amounts due for the Services provided for the shipment.

Art. 104. (1) The Operator may photograph the shipment and its contents or inspect and examine the damages for the purposes of the complaint procedure, and the Sender and the Recipient shall provide the Operator with the necessary assistance and access for this.

(2) The User shall provide appropriate photographic material of the damaged content and/or packaging if the Operator requests one for the purposes of the complaint procedure.

(3) The inspection and taking photographs of the shipment may be carried out both by the Operator and by persons designated by him.



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Art. 105. (1) The Operator shall investigate the complaint within one month - for domestic shipments, and within three months - for international shipments. The Operator shall notify the claimant in writing of the outcome.

(2) If the claim is upheld, the compensation shall be paid within one month from the date of notification.

Art. 106. In case of a justified complaint by a User for a lost, stolen or damaged domestic or international shipment, in whole or in part, the Operator owes compensation in the following amounts:

1. for a domestic shipment weighing up to 50 kg and without the additional “Declared Value” service, the compensation shall be in the amount of the actual value of the damage, but not more than 30 (thirty) BGN.

2. for a domestic shipment weighing more than 50 kg and without the additional “Declared Value” service, the compensation shall be in the amount of the actual value of the damage, but not more than 100 (one hundred) BGN.

3. for an international shipment without the additional “Declared Value” service, the compensation shall be in the amount of the actual value of the damage, but not more than the BGN equivalent of EUR 85 (eighty-five).

4. for a domestic or international shipment with the additional “Declared Value” service, the compensation shall be in the amount of the actual value of the damage, but not more than the declared value of the shipment.

5. for a shipment not specified above, the compensation shall be in the amount of the actual value of the damage, but not more than BGN 30 (thirty).

Art. 107. In case of a justified claim for a returned shipment, when there is no reason for its non-delivery, the Operator shall owe compensation in the amount of the actual value of the damage, but not more than the price of the courier service requested for the shipment.

Art. 108. Upon a valid complaint filed by a User for late payment of amounts collected by the Operator under the additional “Cash on Delivery” service, the Operator shall owe compensation in the amount of 5% of the price of the additional “Cash on Delivery” service for each day of delay, but no more than double the price of the additional “Cash on Delivery” service.

Art. 109. (1) In the case of a justified complaint filed by a User for delayed delivery of a shipment, the Operator shall owe compensation in the following amounts:

1. for a domestic shipment - the compensation shall be in the amount of 10% of the price of the courier service for each day of delay, but not more than 50% of the price of the courier service;



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2. for an international shipment - the compensation shall be in the amount of 1% of the price of the courier service for each day of delay, but not more than BGN 30 (thirty) in total.

(2) For international shipments for which a money-back guarantee is applicable, point 2 of the preceding paragraph shall not apply.

Art. 110. In case of a justified complaint filed by a User for delayed delivery of a domestic shipment transported by courier service, the delivery term of which is on the day the shipment was accepted by the Operator, the compensation shall be in the amount of 10% of the price of the courier service for each full astronomical hour of delay, but not more than 50%.

Art. 111. In the case of a justified complaint filed by a User for delayed delivery of a domestic shipment transported by courier service, the delivery term of which is up to a certain time on the next working day, the compensation shall be in the amount of 10% of the price of the courier service for each full astronomical hour of delay, but not more than 50%.

Art. 112. The amount of damage in the case of a lost, stolen, destroyed or damaged shipment, in whole or in part, shall be proved by the User in the claims procedure with appropriate written evidence, including, but not limited to, ownership documents, invoices proving the acquisition value or the repairs carried out, customs declarations, photographic material or other documents that indisputably certify the actual contents of the shipment and its value, as well as the damage that has occurred and the repairs carried out.

Art. 113. If the Service is not fully provided for a reason for which the Operator is responsible, the latter shall refund the User the price paid for the Service.

Art. 114. In the event of total or partial loss, robbery, destruction or damage of a shipment, the Operator shall not be separately liable for damages resulting from non-compliance with the terms for delivery of the shipment. In this case, the Operator's liability shall be limited to the amounts determined for loss, destruction, damage or theft according to these General Terms and Conditions.

Art. 115. In all other unmentioned cases of non-performance, incomplete, inaccurate or delayed performance of the Contract for courier and additional services, for which the Operator is responsible unless otherwise agreed in writing with the User, the Operator shall owe compensation in the amount of the actual value of the damage, but not more than the cost of the courier services requested for the shipment.

Art. 116. If a User has been compensated for a lost shipment that was found at a later stage, the Operator, after taking the necessary measures to preserve it, shall notify the User in writing. If the User accepts the shipment, he/she shall refund the compensation received, and if he/she refuses it, the shipment shall become the property of the Operator.

Art. 117. Regardless of whether a value is declared in relation to the relevant shipment, the Operator shall not be responsible for indirect or non-property damages suffered by the User, as well as for lost



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profits resulting from non-performance, incomplete, inaccurate or delayed performance of the Services. The Operator shall not be responsible for damages that could not have been foreseen by the Operator when concluding the Contract for the Services.

Art. 118. (1) In order to increase security when providing services or in order to fulfil certain legal obligations, the Operator may, at its sole discretion, insure a shipment of a user, with insurers and under conditions chosen by him, regardless of whether the “Declared Value” service has been requested for the shipments or not.

(2) By submitting the shipment, the User gives his/her personal and irrevocable consent to the Operator, either personally or through a person authorized by him/her, to conclude contracts/agreements/annexes for insurance/reinsurance for the shipment.

(3) Insurance premiums under the concluded insurance contracts for the User’s shipment shall be for the account of the Operator.

(4) The insurance compensation paid to the User for a shipment insured by the Operator shall be deducted from the compensation due by the Operator.

(5) For the avoidance of doubt, the insurance of the User’s shipment does not constitute the “Declared Value” of the shipment or anything else and therefore has no effect on the extent of the Operator’s liability.

Art. 119. (1) Except in the cases specified in these General Terms and Conditions, IN TIME shall not be responsible:

1. for damage or destruction of shipments, non-compliance with delivery deadlines or other non-fulfilment of the Contract, which occurred as a result of force majeure;
2. when shipments cannot be traced due to the destruction of official documents due to force majeure;
3. when the damage or destruction of shipments or non-compliance with the delivery terms occurred due to the User’s fault, or he/she contributed to it, or resulted from the nature of the contents of the shipments;
4. for shipments containing prohibited items or substances;
5. for lost profits, for purely economic losses such as costs for an alternative means of transport, loss of business opportunity or loss of income resulting from loss in use - resulting from loss or damage, regardless of whether a value has been declared in respect of the shipment concerned;
6. for damage, theft or loss, in whole or in part, of packages;



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7. when, due to an incomplete or incorrect address, a shipment is not delivered to the Recipient or is delivered to another person;
8. when the shipment was delivered to a person who had provided the courier with the code sent by the Operator to the telephone specified in the transport documents;
9. for damage or destruction of the contents of a shipment, which occurred during the opening, inspection or testing of its contents, when the Sender has requested the “Open and inspect” or “Open and test” services or another service allowing handling of the shipment by the Recipient before acceptance;
10. when the User has not filed a written complaint within the statutory period;
11. when the User unreasonably did not provide photographic material of the damaged contents of the shipment or packaging, did not provide an opportunity to inspect the damaged contents of the shipment or packaging, or did not provide any other assistance requested by the Operator in the complaint proceedings;
12. in other cases provided for by law;
13. in all cases of events beyond the Operator’s control, leading to non-performance, incomplete, inaccurate or delayed performance of Operator’s obligations under the Contract.

(2) Examples of events beyond the Operator’s control are disruption of air or land transportation due to bad weather, fire, flood, war, fighting, civil unrest, epidemics, pandemics, actions of government or other authorities (including but not limited to, customs authorities) and labour disputes or obligations (such as strikes, lockouts, labour unrest and riots) affecting the Operator or another party, and delays in customs clearance.

Art. 120. Senders of shipments shall be liable to the Operator for any damage caused by the contents of their shipments to other postal shipments. Liability is to the extent that the Operator is liable to the persons whose shipments are damaged. Senders of postal items shall be also responsible for damages caused to the Operator.

Art. 121. In cases of non-fulfilment of his/her obligations under the Contract, the User shall be liable to the Operator for all damages suffered by the latter.

Art. 122. The Sender shall pay IN TIME and indemnify the Operator for all reasonable costs and expenses (including storage) incurred by the Operator, for any damages, taxes and duties that the Operator would incur, and for claims against the Operator due to:

1. a shipment does not comply with restrictions or conditions specified in these General Terms and Conditions or guarantees provided by the Sender;
2. transportation is terminated or a shipment (or part of a shipment) is returned by the Operator, or



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3. the Sender is in breach of these General Terms and Conditions.

Art. 123. If the sender provides IN TIME with a shipment that does not comply with any of the restrictions or conditions set forth in these General Terms and Conditions, without the express written consent of the Operator, IN TIME will not assume any resulting damages that the User may incur in connection with the Operator's acceptance, carriage and delivery of such shipment (whether or not such non-conformity caused or contributed to the loss and notwithstanding the Operator's negligence) and, if IN TIME terminates carriage on the grounds of these General Terms and Conditions or the law, the User shall not be entitled to any refund of any amounts paid by him/her for the Services. IN TIME may bring a claim in connection with such discrepancy.

Art. 124. Disputes between the User and the Operator shall be resolved in a spirit of understanding and cooperation, through negotiations to reach an agreement, if possible. In the event of failure to reach an agreement, each Party may refer the dispute to the competent Bulgarian court for final resolution.

Art. 125. In these General Terms and Conditions, the headings of the sections are for convenience only and in no way affect or limit the interpretation and the contents thereof.

Art. 126. Words in the singular also include the plural and vice versa, depending on the context of the General Terms and Conditions.

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