



TERMS AND CONDITIONS OF USING THE PARCEL REDIRECT SERVICE

§ 1 DEFINITIONS

1. DHL - DHL Parcel Polska Sp. z o.o. with its registered office in Warsaw, Osmańska 2 str., 02-823 Warsaw, entered in the National Court Register kept by the District Court for the capital city of Warsaw, XIII Economic division, under number KRS 631916, with the share capital of PLN 21.479.000, NIP 9512417713; phone number +48 22 565 00 00;
2. PIN - a sequence of characters used for identifying the Customer;
3. Parcels - parcels with a weight of up to 31.5 kg;
4. Logging – entering data necessary for the provision of the Service in the IT system of DHL;
5. Terms and Conditions - these „Terms and Conditions of Using the PARCEL REDIRECT Service”;
6. Service - the Internet service located at www.przekieruj.dhlparcel.pl, through which the Customer may use the Services;
7. Customer - recipient of the Parcel, who in an SMS sent to a phone number given to DHL in connection with the transport of the Parcel, or in an e-mail address, received from DHL a PIN number, and who uses the Services;
8. Services - the services provided by DHL allowing managing the Parcel via the www.przekieruj.dhlparcel.pl website under a previously concluded contract of freight;
9. Act - the Personal Data Protection Act of 29 August 1997.

§ 2 GENERAL PROVISIONS

1. The Terms and Regulations set forth the rules of using the Services provided by DHL as part of the Service by the recipients of Parcels, the conditions of placing and cancelling orders regarding managing the Parcel and the complaint procedure.
2. The Terms and Conditions are available under www.przekieruj.dhlparcel.pl.
3. The Terms and Conditions constitute terms and conditions within the meaning of Article 8 section 1 of the Online Services Act of 18 July 2002.
4. Prior to ordering a Service the Customer shall read its description, conditions and the Terms and Conditions, and then make a representation on having read this information and on accepting the Terms and Conditions.
5. The Customer shall be obligated to protect the PIN number against unauthorised access. The Customer should not make the PIN number available to other persons except for persons duly authorised to act on his/her behalf.

DHL Parcel – Excellence. Simply delivered.



6. Delivery by the Customer of unlawful content shall be prohibited.

§ 3 TYPE AND SCOPE OF SERVICES AND THE MOMENT OF CONTRACT CONCLUSION AND TERMINATION

1. The Services allow the Customer to:
 - 1.1 view and read information places in the Service;
 - 1.2 direct the Parcel for collection at DHL Parcelshop points or DHL agency;
 - 1.3 designate the Parcel delivery address;
 - 1.4 designate the Parcel delivery date;
 - 1.5 alter the content of the Delivery to a Neighbour service (the service is described in the "Price-list of domestic services of DHL Parcel – special price-list" available at www.dhlparcel.com.pl) or order to the provision of such service;
 - 1.6 cancel the receipt of the Parcel.
2. The Services are ordered in the following way:
 - 2.1 Service selection;
 - 2.2 change of the delivery details;
 - 2.3 contact details verification;
 - 2.4 confirmation of the contact details and other delivery information.
3. The Services referred to in clause 1 above are provided subject to the following restrictions
 - 3.1. only one PIN for all notifications regarding one Parcel is given;
 - 3.2. orders placed in the System are executed on the next working day at the earliest;
 - 3.3. customer may place several orders in one day, but only the last of them will be executed;
 - 3.4. in order to be executed on the next day orders must be placed by 23.59 on the previous day;
 - 3.5. only Parcels meeting the following conditions may be sent to a DHL Parcelshop point: parcel consisting of one element weighing no more than 25 kg and with dimensions not exceeding 80x60x60 cm; maximum insurance PLN 6,500, excluding services: paid by the customer and/or recipient (transport costs), ROD, including DHL personal signature, POD, COD and PDI (the service is described in the "Price-list of domestic services of DHL Parcel – special price-list" available at www.dhlparcel.com.pl);
 - 3.6. The time of waiting for Parcel collection from a DHL Parcelshop point is counted regardless of the time of waiting for the collection from a DHL agency and amounts to 7 calendar days, where the first day is the day following the delivery to the DHL Parcelshop. After the lapse of this period the Parcel will be returned to the Sender;
 - 3.7. after two unsuccessful delivery attempts (or after one attempt in situations described in sub-clause 3.10) the orders placed in the Service will be limited to cancelling the receipt of the Parcel and personal collection at a DHL agency;
 - 3.8. If the recipient fails to collect the Parcel within 10 calendar days from the date of posting, on the eleventh day the Parcel will be returned to the sender;



- 3.9. instructions placed by the sender of the Parcel preclude the possibility of the recipient placing instructions in the Service;
- 3.10. One delivery attempt shall be made if the delivery date has been set at the ninth day (and on the notification day no instructions to deliver on the tenth day are placed) or on the tenth day after posting or if the second delivery attempt would fall on a statutory work free day, on a Saturday or Sunday, and the next working day is the day on which the Parcel is to be returned to the sender.
4. Ordering the Services shall require logging in the Service. The contract for the provision of the Services is concluded upon placing an order for a given Service by the Customer in accordance with the instruction contained on the Service website. The Customer may modify the order until the commencement of Service provision.
5. Using the Services by the Customer is free.
6. The contract for the provision of the Services in the Service shall be terminated as a result of the Customer placing a different order for a Service, provided the Service allows for placing such an order. Customers being consumers have no right to withdraw from the contract due to the fact that it pertains to the carriage of things.

§ 4 TECHNICAL CONDITIONS OF USING THE SERVICES

1. Correct use of the Service is possible provided the computer system of the Customer meets the following conditions:
 - 1.1 has Internet access;
 - 1.2 uses browsers: Chrome, Mozilla Firefox, Opera, Safari, Internet Explorer. The Service can be viewed on the latest versions of the aforesaid browsers and five versions back (older). In the case of Internet Explorer the Service can be viewed using version 8.0 and later.
2. While using the website cookie files may be installed on the Customer's computer. The Customer is requested to consent to the use of cookies at the start of using the website, in line with regulations in force.
3. The Service Provider shall endeavour to ensure that the Service operates continuously. The Service Provider stipulates that breaks may occur in the functioning of the Service for the purpose of data updating, errors repair and other maintenance work. The Service Provider shall endeavour to ensure that breaks in the provision of the Services do not exceed 6 hours per month in total.

§ 5 SIGNING IN

1. Ordering the Services requires the Customer to log on to the Service.
2. Signing in may be effected by:
 - 2.1 entering the Parcel number in the "DHL Parcel number" box, entering the PIN number in the "PIN code" box and accepting the Terms and Conditions by marking a check box next to the text reading: "I have read and accept the Terms and Conditions" (signing in from the Service website);



- 2.2 Using a link sent to the Customer by opening it, entering the PIN number in the "PIN code" box and accepting the Terms and Conditions by marking a check box next to the text reading: "I have read and accept the Terms and Conditions" (signing in from the link).
3. After signing in the Customer will see the current status of the Parcel and the Services which may be chosen.
4. Signing out is effected by clicking the "End" box.

§ 6 LIABILITY

1. DHL shall have the right to block access to the Services or terminate the Contract if the Customer:
 - 1.1 uses the Services not in accordance with their purpose or to the detriment of third parties;
 - 1.2 breaches the law or the Terms and Conditions.
2. The Customer shall be liable in line with general principles for damage caused by actions or omissions contrary to the Terms and Conditions or mandatory legal regulations.
3. DHL shall not be held liable to an extent wider than that provided under mandatory legal regulations. In particular, DHL shall not be liable for:
 - 3.1 the Customer using the Service contrary to the Terms and Conditions, in particular, for disclosing the PIN number,
 - 3.2 For any damage resulting from the cessation of the provision of the Services by fault of the Customer or as a result of the Customer breaching the law or the Terms and Conditions.

§ 7 PERSONAL DATA

1. The controller of your personal data placed in the Service is DHL Parcel Polska Sp. z o.o. with its registered office in Warsaw, ul. Osmańska 2, (02-823) Warszawa. Personal data including the name, surname, delivery address, phone number, e-mail address, have been obtained from the sender of the Parcel and are processed under carriage or postal regulations, for the purpose of performing a contract of carriage. Your personal data will be made available only to entities authorised under the law. You have the right to access your personal data and correct them. At the same time, we inform you of the right to submit, in the cases listed in Article 23 section 1 clause 4 and 5 of the Act, a written, substantiated demand to cease data processing in view of a special situation and of the right to file an objection to data processing in the cases listed in Article 23 section 1 clause 4 and 5 of the Act, if the data controller intends to process them for marketing purposes or in view of the transfer of personal data to another data controller.
2. The controller of your personal data obtained via the Service is DHL Parcel Polska Sp. z o.o. with its registered office in Warsaw, ul. Osmańska 2, (02-823) Warszawa. Your data are processed for the purpose of Service provision. Providing personal data is voluntary, but necessary for the achievement of the aforesaid purpose. Personal data will only be made available to entities authorised under the law. You have the right to access your personal data and correct them.



§ 8 COMPLAINTS

1. Complaints concerning the Services shall be reported to the following e-mail address: pl.reklamacje.wa@dhl.com or by post to:
DHL Parcel Polska Sp. z o.o.
Dział Reklamacji
ul. Targowa 35
90-043 Łódź.
2. The complaint shall include: the name and surname of the complainant, home address and address for deliveries or e-mail address, object of the complaint, cause of the complaint.
3. DHL shall consider the complaint immediately and respond within 30 days from the date of receipt of the complaint.
4. The person filing the complaint will be informed of its outcome in the manner in which the complaint was submitted, i.e. be post to the address for deliveries given in the complaint or by electronic mail to the e-mail address given in the complaint.

§ 9 FINAL PROVISIONS

1. These Terms and Conditions come into force on 01.10.2015.
2. The Terms and Conditions in force are available at www.przekieruj.dhlparcel.pl
3. DHL reserves the right to amend these Terms and Conditions or enact new Terms and Conditions for important reasons. Important reasons include: changes to the functionalities of the Service requiring an amendment to the Terms and Conditions; changes in legal regulations resulting in an obligation to amend the Terms and Conditions. DHL shall notify the Customer of such amendments. The new Terms and Conditions or amendments to the existing provisions shall come into force on the day of their publication at www.przekieruj.dhlparcel.pl, after giving the Customer prior notice of such amendments. Provisions of the Terms and Conditions in force at the time of placing the order shall apply to orders placed prior to the effective date of the new Terms and Conditions or amendments to the current Terms and Conditions.
4. A Customer who is a consumer may use extrajudicial ways of considering complaints and pursuing claims. The rules of access to these procedures are described at https://uokik.gov.pl/spory_konsumenckie.php.
5. The Customer may consent to receiving commercial information from DHL by way of means of electronic communication. This consent is given by the Customer by ticking a check box next to the message regarding consent to the sending of such information.