

## PARCEL DELIVERY RULES

Valid from 2024.07.04

### 1. GENERAL PROVISIONS

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- 1.1. These Parcel Delivery Rules (hereinafter - **Rules**) establish the procedure for the services rendered by SIA Venipak Latvija (hereinafter -**VENIPAK**), as well as requirements for preparing a Parcel, ordering services and other standard obligations of the Customers and limits of the provided services and liability. The current version of the Rules is available on the VENIPAK website: <https://venipak.com/lv/precu-piegades-noteikumi/>. These Rules also establish areas of responsibility assumed by SIA Venipak Latvija, its employees and agents (persons who provide services on behalf of VENIPAK) and limits of their liability. The Rules are further supplemented with instructions "Proper packaging", "Proper labelling", "Guidelines for Consignee" under the section "Important information", as well as all information on VENIPAK Services available on VENIPAK's website [venipak.com/lv](https://venipak.com/lv) forming an integral part thereof.
- 1.2. The Rules supplement and detail the terms and conditions of an Agreement signed between VENIPAK and the Customer (hereinafter jointly - **Parties**). Should there be any contradictions between these Rules and the Agreement signed with the Customer, the Terms and Conditions provided for in the Agreement signed between VENIPAK and the Customer shall prevail.
- 1.3. The terms used in the Agreement shall be interpreted according to the definitions provided in the Rules and/or descriptions and written documents published on the VENIPAK website.
- 1.4. These Rules shall apply to every Parcel delivery where services of SIA Venipak Latvija are used. Before ordering a specific VENIPAK service, Customers should familiarise themselves with the description of the specific service, its contents and any specifics of the order which are all available on the VENIPAK website. In case of any uncertainty regarding the content of a service, Customers should consult VENIPAK representatives.
- 1.5. The Customer shall ensure that his/her Consignees are familiarized with the rights and obligations of a Consignee provided in the "Guidelines for Consignees".
- 1.6. The terms and conditions and warranties provided for in all agreements, Rules and VENIPAK Information on Services shall apply even if the actual delivery is performed not by VENIPAK and its employees but by VENIPAK representatives (agents) or other persons who have Parcel and Freight delivery agreements with VENIPAK.
- 1.7. The Terms and Conditions of the Agreement and information received by Customers from VENIPAK during the validity of the Agreement shall be considered confidential and shall not be disclosed to any third parties without a written consent, except for those cases provided for in the Agreement.
- 1.8. The Agreement, its Annexes, and Rules are drafted and approved during the mutual negotiations between the Parties, after each of the Parties has separately discussed, considered and approved every provision of this Agreement, its Annexes and Rules; therefore, the Parties shall clearly and fully understand the content of the Agreement, its Annexes and Rules and the consequences of proper and improper performance thereof.

### 2. TERMS AND DEFINITIONS USED IN THE RULES

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- 2.1. **VENIPAK** – SIA "Venipak Latvija" (Registration No 40103483447, address "Kalniņi B", Marupe parish, Marupe County), company that provides postal and other services in the territory of the Republic of Latvia and beyond its borders.
- 2.2. **Postal services** – collection (acceptance), sorting, transportation and delivery of postal items.
- 2.3. **VENIPAK Information on Services** – all the written information published on VENIPAK website, including, but not limited to, written information on the types of services provided by VENIPAK, conditions and procedure as well as deadlines and charges for their provision.
- 2.4. **Person** – any natural or legal person, a company, a corporation or any other legal entity, a governmental or state company, a public authority or a joint company, an association or a partnership (general or limited), regardless of whether it is incorporated or not and regardless of whether its owners are of limited or unlimited liability, also any other legal person.
- 2.5. **Package** – a single item (envelope, box, roll, pallet, etc.) of properly packaged, labelled items bearing a unique number (bar code). A package shall be deemed properly packed if it complies with packing provisions of the Rules and their Annexes and with the example of a proper packaging provided on the VENIPAK website (available at: <https://venipak.com/lv/precu-piegades-noteikumi/>)
- 2.6. **Parcel** – one or more Packages sent by one Sender to one Consignee as described in a document accompanying the Parcel (paper or electronic (Parcel manifest)). The term "Freight" also used in the Rules and in the Agreement shall be understood as a synonym of a "Parcel".
- 2.7. **International Parcel** – one or more Packages sent by one Sender to one Consignee to/from a European Union Member State or a foreign country as described in a document accompanying the Parcel (paper or electronic (Parcel manifest)).
- 2.8. **Non-standard package** – a package, where at least one dimension – length, width, height or weight – does not meet the intervals for dimensions provided for in the Rules.
- 2.9. **Pallet** – a device for Parcel transportation and storing, the specific dimensions of which are provided in Paragraph 3.1 of the Rules.

- 2.10. Disassemblable pallet** – a pallet which has more than one Parcel on it, and which has to be disassembled at the first VENIPAK terminal.
- 2.11. Non-disassemblable pallet** – a pallet that has one only Parcel and the delivery of which is planned for one Consignee.
- 2.12. Customer** – a person who uses VENIPAK services and with whom VENIPAK has signed an Agreement on delivery of Parcels and freights or a person with whom VENIPAK makes an arrangement for a one-time order. For the purpose of these Rules and the Agreement, the Customer shall be a legal or natural person who hands over a properly prepared Parcel for an indicated Consignee. The document certifying the acceptance of a Parcel is then considered to be equal to an Agreement.
- 2.13. Consignee** – a legal or a natural person indicated on the package of a Parcel and in the document accompanying the Parcel (Parcel manifest) as a person who has the right to receive the delivered Parcel.
- 2.14. Document accompanying the Parcel (Parcel manifest)** – a paper or electronic document issued by VENIPAK or the Customer which confirms the Agreement on the delivery of Parcels and Freight.
- 2.15. Parcel delivery confirmation** – an electronic and/or paper document from VENIPAK signed by the Consignee and confirming the delivery of a Parcel and performance of additional services.
- 2.16. Parcel hand-over document** – a document which is signed when the Customer hands over the Parcel to the Courier and which confirms the Agreement on the delivery of Parcels and Freights. It has a unique Parcel number (bar code).
- 2.17. Cash on Delivery** (hereinafter – C.O.D.) money – cash and/or non-cash (when paid by card) for a Parcel which is collected, taken and/or received from a Consignee during the handover of a Parcel.
- 2.18. Manual entry of a Parcel details** – the entry of details on a Parcel in the VENIPAK ON-LINE system.
- 2.19. Sign** – signing a paper or an electronic document using a touch screen of a laptop and/or any other signing means.
- 2.20. Signature** – a unique inscription which identifies a person, and which is put on a paper or electronic document.
- 2.21. PIN code** – a code of 5 (five) characters attributed to a Consignee, which identifies the Consignee and grants the Consignee the right to collect a Parcel.
- 2.22. Procedure “NOT FOUND”** – a situation occurring during the performance of contractual obligations when delivery of a Parcel is postponed to the next business day, when arriving at the specified address it is discovered that the Consignee cannot collect the Parcel (for instance, s/he is not present at the specified address, is on vacation, is ill, is carrying out an inventory, etc.). Upon processing the procedure “NOT FOUND”, two further attempts are made to deliver the Parcel to the Consignee on two next business days.
- 2.23. Procedure “RETURN”** – a situation occurring during the performance of contractual obligations where a Parcel is not delivered to its Consignee and is returned back to the Customer. The RETURN procedure is carried out when the Consignee refuses to accept the Parcel during the delivery of a Parcel or the Customer requests in writing and/or by phone to initiate and process the RETURN procedure before the initial delivery of a Parcel to the Consignee or if the procedure UNFOUND has been performed three times.
- 2.24. Procedure “RE-ADDRESSING”** – a situation occurring during the performance of contractual obligations where a Parcel is re-addressed to another Consignee or to a different address and is delivered the next business day. The RE-ADDRESSING procedure is carried out, if on the arrival of a Courier to the Parcel delivery address, it is discovered that the Customer has wrongly indicated the Consignee’s name and/or address, Parcel delivery date and/or time or the Consignee/ Customer wishes the Parcel to be delivered to a different address or to a different Consignee.
- 2.25. Courier** – a person who works for VENIPAK or represents VENIPAK by collecting (accepting) Parcels from the Customers and delivering them to the Consignees against a signature.
- 2.26. In writing** – a method of transfer of a message when information is transmitted to VENIPAK or the Customer directly in writing, dispatched by mail, email or by means of facsimile.
- 2.27. Agreement** – an Agreement on the delivery of Parcels and Freight signed between VENIPAK and a Customer, all annexes, amendments and supplements to it.
- 2.28. Heavy transport** – a vehicle for the transportation of freight having the permissible (total) mass of a loaded vehicle exceeding 12 tonnes.
- 2.29. Business day** – any calendar day of a year, which is a working day in the country of the Parcel dispatch, transit or delivery.
- 2.30. Prohibited articles** – precious metals and stones, weapons, drugs and substances or products which due to their chemical or physical characteristics may cause harm to human health, environment or property and are included in the list of hazardous materials approved by the expert committee of the United Nations; also any items, goods, substances transportation of which (import, export, shipping) is prohibited by the law of at least one of the countries in the territory of which the transportation takes place as well as articles which are established and prohibited by VENIPAK.
- 2.31. Wrong order** – a situation where a Courier arrives to a Customer to collect a Parcel (Parcels), and the Customer fails to present a Parcel (Parcels) or when the Customer is not found and it is impossible to collect a Parcel (Parcels) or the Customer has provided inaccurate details of a Parcel (Parcels) and quantitative and qualitative attributes characterising it due to which VENIPAK incurs additional costs.
- 2.32. Volumetric weight** – the weight of a Parcel the cost of which is calculated by the area actually occupied in a vehicle. Subject to the physical characteristics of a Parcel, it is measured in cubic metres (hereinafter - m<sup>3</sup>) or loading metres (hereinafter - LDM).
- 2.33. VENIPAK Parcel ordering system** (hereinafter - VENIPAK ON-LINE) – an individual login to the VENIPAK ON-LINE system via the VENIPAK website provided to the Customer by VENIPAK in which the Customer may place an order, see the location of a Parcel in real time, in which the history of VAT invoices and orders are stored as well as all other written information without any exclusion which is indicated and saved in the VENIPAK ON-LINE system and is related to the performance of an agreement. All the information contained in VENIPAK ON-LINE shall form an integral part of the performance of the contractual obligations of the Customer and VENIPAK and shall be considered as evidence of the Agreement performance. The Customer shall start using the VENIPAK ON-LINE system on the date of signing of the Agreement. The Customer shall login to VENIPAK ON-LINE system using the identification details attributed by VENIPAK. The Customer shall confirm and agree to receive all documents in relation to the performance of the Agreement via the VENIPAK ON-LINE system and shall consider this as direct evidence of the

performance of the contractual obligations which prevails when interpreting the Agreement by the Parties in comparison to other written evidence.

2.34. **VENIPAK website** – the website of VENIPAK at the address [venipak.com/lv](http://venipak.com/lv).

### 3. LIMITATIONS ON DIMENSIONS AND WEIGHT OF PACKAGES

3.1. The maximum dimensions and weights (the yellow fields identify standard size and weights of Parcels) which must be observed by the Customer, and for which standard fees specified in the price list provided in the annexes to the Agreement are charged. In order to be charged standard fees, a Parcel must meet all the standard dimensions. In case at least one dimension fails to meet the standard dimension and weight, an additional fee is charged as specified in the price list available in the annexes to the Agreement.

		Standard	Standard with standard additional charge*	Non-standard with special order**	
PACKAGES	Package weight	< 30 kg	X		
		30 kg – 70 kg		X	
		> 70 kg			X
	Parcel weight	< 2000 kg	X		
		> 2000 kg			X
	Package dimensions	< 120 cm	X		
		120 cm – 200 cm		X	
		> 200 cm			X
	Package size (width + height) x2+length	< 300 cm	X		
300 cm – 300 cm			X		
> 300 cm				X	
PALLET	Pallet weight	700 kg	X		
		700 kg – 900 kg		X	
		900 kg			X
	Pallet dimensions	120 cm x 80 cm 80 cm x 60 cm	X		
		100 cm x 120 cm 120 cm x 120 cm		X	
		>120 cm x 120 cm			X
	Pallet height	< 170 cm	X		
170 cm – 200 cm			X		
> 200 cm				X	

\* –Should at least one of the dimensions or weights indicated in the yellow field of this column as “x” exceed, Parcels may only be accepted for the delivery based on an individual arrangement with the Customer, if VENIPAK has the capacity to transport them. An additional fee for services for the delivery of such Parcels is charged as specified in a respective Annex to the Agreement. Delivery shall be made within the standard recommended time limits set out in the Agreement, plus 2 (two) extra business days. Should at least one of the dimensions of a Package (weight, volume, length, width, height) fail to meet the established standards and in the absence of a consent from VENIPAK to deliver such a Parcel, VENIPAK has the right to refuse to deliver such Parcel and to return the Parcel to the Customer for an additional charge specified in the Annex to the Agreement.

\*\* – The terms and conditions for placing and fulfilling a special order are defined in the order confirmation diagram. VENIPAK has the right to refuse to accept such an order and may refuse to fulfil it. Should there be a consent from VENIPAK consent, in the event of such an order, VENIPAK has the right to deliver the Parcel(s) when VENIPAK has the capacity to transport it/them. The delivery of such Parcels

shall be subject to the additional service charges provided for in the Agreement. In the event such an order, VENIPAK has the right to carry out other actions provided for in the Agreement and/or Rules. Delivery shall be made within the standard recommended time limits set out in the Agreement, plus 2 (two) extra business days. Should at least one of the dimensions of a Package (weight, volume, length, width, height) fail to meet the established standards and in the absence of a consent from VENIPAK to deliver such a Parcel, VENIPAK has the right to refuse to deliver such Parcel and to return the Parcel to the Customer for an additional charge specified in the Annex to the Agreement.

## 4. PACKAGING OF GOODS AND VALUABLES

- 4.1. The Customer agrees to comply with the requirements set by VENIPAK and to pack the Parcels in such packaging which protects the transportable items or goods from spoiling or damaging when loading, sorting, transporting and storing and to make sure that packages cause no threat to people, the environment, vehicles, other Parcels and it would not be possible to get to the content of the Parcel without damaging the Packaging. In case of improper Packaging or should the Packaging fail to protect the Parcel from damage, the Customer shall be responsible for all, and any losses incurred due to that.
- 4.2. The Customer shall ensure that the Packaging of a Parcel is sufficient, is suitable for the Parcel to be delivered and that it will fully protect it from objective risks of transportation (swaying, vibration, humidity, re-loading, etc.).
- 4.3. The requirements for proper packaging are available on VENIPAK website, [VENIPAK Information on Services \(https://venipak.com/lv/precu-piegades-noteikumi/\)](https://venipak.com/lv/precu-piegades-noteikumi/).

## 5. LABELLING OF Parcel PACKAGES

- 5.1. Every individual Packaging of a Parcel must be marked by putting VENIPAK Parcel labels with a bar code and details of the Customer and the Consignee. Labels shall be affixed to the top plane of the Packaging in the manner indicated in the written material of VENIPAK Information on Services.
- 5.2. If the Agreement with the Customer provides that the Customer shall use special labels and strips provided by VENIPAK, which are designed for labelling particular services and/or additional services. Labels shall be affixed to the Packages so that they are well visible, a strip shall be attached to all planes of a Package. This provision shall not apply in the case of the delivery of International Parcels.
- 5.3. VENIPAK shall not be held liable for missing or damaged goods if they were not packaged and labelled in compliance with the Rules and if the Consignee did not complain to the Courier about damage to the Parcel packaging or missing Packages during the handover.
- 5.4. The requirements for proper labelling and samples thereof are provided at [VENIPAK Information on Services available at VENIPAK website \(https://venipak.com/lv/precu-piegades-noteikumi/\)](https://venipak.com/lv/precu-piegades-noteikumi/)

## 6. PLACEMENT OF ORDER

- 6.1. By signing an Agreement with VENIPAK, the Customer agrees to use the VENIPAK ON-LINE system.
- 6.2. Orders may only be placed through the VENIPAK ON-LINE system. Orders may also be placed by phone but this method of ordering will incur additional charges according to the fees specified in the Price list provided in the Annexes to the Agreement.
- 6.3. The Customer shall have the Parcel Packaging and documents prepared by using the VENIPAK ON-LINE system, before placing an order.
- 6.4. If the Customer does not have a signed Agreement with VENIPAK, an order for Parcel delivery will be accepted only when it is pre-paid.
- 6.5. Deadline for placing an order:

### Order lead times in Lithuania

Vilnius, Kaunas, Klaipėda, Šiauliai, Panevėžys, Alytus, Marijampolė, Tauragė, Telšiai, Utena

Parcels and pallets  
**before 15:00**

*The lead time must be within 2 hours\**

Anykščiai, Birštonas, Biržai, Druskininkai, Elektrėnai, Gargždai, Ignalina, Jonava, Joniškis, Jurbarkas, Jurbarkas, Kaišiadorys, Kelmė, Kėdainiai, Kretinga, Kupiškis, Kupiškis, Lazdijai, Mažeikiai, Molėtai, Naujoji Akmenė, Pakruojis, Palanga, Pasvalys, Plunge, Prienai, Radviliškis, Raseiniai, Rokiskis, Skuodas, Šakiai, Šalčininkai, Šilalė, Šilutė, Širvintos, Švenčionys, Trakai, Ukmergė, Varėna, Vilkaviškis, Visaginas, Zarasai

Parcels  
**before 12:00**

Pallets  
**before 11:00**

Other Lithuanian cities	Parcels and pallets <b>before 10:00</b>
<b>Order lead times in Latvia</b>	
Daugavpils, Gulbene, Jekabpils, Jelgava, Liepaja, Limbažiai, Rezekne, Riga, Valmiera, Ventspils	Parcels and pallets <b>before 15:00</b> <i>The lead time must be within 2 hours*</i>
Ludza, Aizkraukle, Aluksne, Preili, Talsi, Balvai, Cēsis, Kraslava, Uogre, Saldus	Parcels and pallets <b>before 12:00</b>
Other cities in Latvia	Parcels and pallets <b>before 10:00</b>
<b>Order lead times in Estonia</b>	
Tallinn, Tartu, Pärnu, Jõhvi	Parcels and pallets <b>before 15:00</b> <i>The lead time must be within 2 hours*</i>
Other cities in Estonia	Parcels and pallets <b>before 10:00</b>
<b>Delivery times for evening orders</b>	
Vilnius, Kaunas, Klaipėda, Šiauliai, Panevėžys, Alytus, Riga, Daugavpils, Liepaja, Valmiera	Parcels and pallets on weekdays <b>from 18:00 to 22:00.</b> <i>The lead time must be within 2 hours**</i>

\*– VENIPAK collects the Parcel(s) on business days from 08:00 to 17:00. If the Customer specifies the time interval for the Parcel to be collected, the interval shall not be less than two hours (for example, from 14:00 to 16:00) and within the time frame from 08:00 to 17:00. VENIPAK has no obligation to collect the Parcel(s) from the Customer within the specific indicated period. It shall be deemed that it is a preferred time for the collection of Parcel(s).

\*\*– This service is carried out in agreement with VENIPAK on a case-by-case basis. When providing this service, VENIPAK collects the Parcel(s) on business days from 08:00 to 22:00. If the Customer specifies the time interval for the Parcel to be collected, the interval shall not be less than two hours (for example, from 18:00 to 20:00) and within the time frame from 08:00 to 22:00. An additional service fee is charged for the collection of such orders as provided for in the Agreement.

Parcels must be ready for dispatch (all cities except major cities) by the time the courier arrives to collect the order or by the end of the time for placing the order.

- 6.6. The Customer must provide VENIPAK with all conditions to fulfil the placed order before 17:00. The Customer cannot demand the Parcel(s) to be collected from him/her before 17:00. When placing an order, the Customer must ensure an interval of no less than two hours for the collection of the Parcel(s) (for instance, if the Customer wants the Parcel to be collected on a specific day before 17:00, he/she must specify that the Parcel(s) may be collected from 15:00 to 17:00).
- 6.7. In the event inaccurate details of the Parcel and its quantitative and qualitative attributes are provided in an order due to which VENIPAK incurs additional costs (for example, VENIPAK uses the Heavy Transport to collect Parcels of big weights specified in the order, but actually the Customer hands over low weight Parcels which do not require a Heavy Vehicle), the Customer agrees to pay VENIPAK the additional costs incurred according to the pricing agreed on in the Price list provided in the Annexes to the Agreement.

## 7. HANDING OVER THE CUSTOMER'S PARCEL TO THE COURIER

- 7.1. The Customer in accordance with the requirements provided in these Rules, Agreement, its Annexes and VENIPAK Information on Services shall give the Parcel to the Courier as well as a Parcel accompanying document (parcel manifest) printed out from the VENIPAK ON-LINE system (a generated electronic version).
- 7.2. In the order, the Customer agrees to provide VENIPAK with detailed instructions for the transportation of the Parcel regarding the necessary quantitative and qualitative conditions to preserve the Parcel (for example, the need for Heavy Transport because a heavy Parcel has to be delivered) and also when handing over the Parcel, the Customer must add all the necessary documents to the Parcel accompanying document (parcel manifest) or waybill and provide VENIPAK with comprehensively accurate information on the Parcel's characteristics, its transportation conditions, also any other mandatory information necessary for customs and other formalities and execution of transportation. At the Customer's request, customs procedures may be performed by the Customer's chosen partner or a company which provides custom's brokerage services. If the information required for customs clearance, other formalities and transportation is inaccurate, customs procedures may be delayed. Should the Customer fail to provide transportation instructions or the required information, the Customer shall give VENIPAK the right to organise transportation at its own discretion taking into consideration conditions necessary for safe transportation and other circumstances necessary for proper fulfilment of an order. Losses incurred by VENIPAK because of the failure to provide instructions or information must be paid by the Customer. Losses incurred by the Customer due to the failure to provide above mentioned information shall not be compensated for. VENIPAK shall not be held liable, if the customs procedures are delayed due to incorrect documentation of the Parcel, complex customs procedures or other objective factors beyond VENIPAK's control.
- 7.3. The Customer shall be held liable for the accuracy correctness of Customer, Consignee and Parcel data specified in the Parcel documents, for the compliance of the content of the Parcel with the information provided in VENIPAK's waybill and export documents and all other related consequences.
- 7.4. The Courier takes over the Parcels for transportation by signing the document accompanying the Parcel (parcel manifest) one copy of which remains with the Customer. The Parcel shall be considered accepted for delivery when the Courier accepts it and signs the Parcel manifest.
- 7.5. The Courier shall have the right not to accept Non-standard packages, Packages which are prepared and labelled failing to comply with the requirements of the Rules, also Packages which might contain Prohibited articles. If the Courier accepts such packages, VENIPAK shall not compensate the Customer for any damages resulting therefrom and may make claims against the Customer for damages caused to VENIPAK, third parties and/or their property.
- 7.6. The VENIPAK employee responsible for accepting the Customer's Parcels for transportation in a particular case shall have the right not to accept for transportation at the VENIPAK terminal (warehouse) any package whose dimensions and weight do not comply with the intervals set out in the Rules. Alternatively, the VENIPAK employee who is responsible for accepting the Customer's Parcels in the terminal (warehouse) shall have the right to re-package, disassemble a Non-standard package the dimensions and weight of which do not meet the intervals set in the Rules. The Customer shall understand that in the performance of the contractual obligations, the VENIPAK Courier may have no objective means of assessing the dimensions and weight of the Parcel when collecting a Parcel from the Customer or to evaluate compliance of the Parcel with other requirements provided for in the Rules and VENIPAK Information on Services; for this reason, after the Parcel is measured and weighed in a specific VENIPAK terminal (warehouse) and it is discovered that the Parcel does not meet the requirements for dimensions and weight stated in the Rules, VENIPAK shall be entitled to impose additional charges on the Customer in accordance with the procedures set out in the Agreement.
- 7.7. The Courier shall have the right not to wait for more than 10 minutes, until the Parcel is prepared for handing over. The time specified in this paragraph does not include the time required for loading a Parcel.
- 7.8. The Courier shall load the Parcels into a vehicle himself when the weight of a Parcel does not exceed 30 kg and a Parcel consists of no more than 20 (twenty) Packages.
- 7.9. A Package which exceeds 30 kg or the volume of which amounts to 1 m<sup>3</sup> (1 m<sup>3</sup> shall be understood as the weight of 250 kg) must be packaged on a Pallet or put into a container which would objectively make it possible to use regular mechanised loading machinery for loading (electric loader or manual hydraulic stacker).
- 7.10. When Parcels are sent to the same Consignee and the Parcel exceeds 250 kg or its volume is more than 1 m<sup>3</sup>, the Parcel(s) must be packaged on a Pallet or put into a container which would objectively make it possible to use regular mechanised loading machinery for loading (electric loader or manual hydraulic stacker).
- 7.11. A Parcel which weighs more than 30 kg and requires loading work incurs additional charges according to the procedure established in the Agreement and its Annexes thereof. The Customer must load the Parcel(s), which requires loading machinery, himself. The Customer shall have the required machinery and safe loading of the Parcel prepared when the Courier arrives.
- 7.12. The Customer guarantees that the Parcel will be placed for the transportation in a container or packaging which ensures that, in the absence of damage to the Package by purposeful active physical acts, there would be no objective physical access to the contents of the Parcel, and that the container and packaging of the Parcel itself is so prepared as to create all the necessary factual conditions for the preservation of the Parcel throughout the carriage of the Shipment, i.e. during loading, sorting, carrying and storage, and will not pose a danger to persons, the environment, vehicles, other Parcels and will fully protect it from all objective risks of transport (swaying, vibration, humidity, re-loading, onloading, etc.).
- 7.13. The Parties agree that the requirements for proper packaging in the industry of Parcel transportation are of highest importance and that they must be complied with extremely accurately. The Parties understand and confirm that proper packaging of a Parcel is largely related to its successful delivery to the addressee, therefore, both Parties must remember and assume the risk for the actions that depend on their will to protect the Parcels to the maximum extent possible from any unforeseen objective obstacles that might occur during transportation, such as a road traffic accident, breakdown of a vehicle, potholes on the road, etc. The Parties understand that proper packaging of a Parcel might allow them to avoid such consequences and the risk of damage to a Parcel to the minimum.

- 7.14. The Customer shall undertake to notify the responsible VENIPAK manager in writing no later than one (1) business day before the dispatch of the Freight if the Customer provides VENIPAK with the Freight consisting of more than ten (10) non-disassemblable pallets intended for the Customer's Consignee in the city in which VENIPAK has its Parcel terminal (the list of cities with VENIPAK Parcel terminals is available on <https://venipak.com/lv/kontaktinformacija/>) or a Freight consisting of more than five (5) non-disassemblable pallets to one Consignee of the Customer in other cities (the list of all other cities which are not listed among the cities with VENIPAK Parcel terminals is available on <https://venipak.com/lv/kontaktinformacija/>).
- 7.15. The Customer must coordinate with VENIPAK individual conditions and the price of transportation by a separate agreement in writing no later than one (1) business day before handing over the Parcel to the Courier, when the Parcel weighs more than 2,000 kg, the Parcel contains Packages/Pallets larger than 1.2 m wide, 0.8 m long and/or 1.7 m high or weigh more than 700 kg or the value of which is greater than specified in Paragraph 13.2 of these Rules.
- 7.16. The Customer shall have the right to receive information on the course of Parcel transportation and delivery of Parcel(s).

## 8. HANDING THE PARCEL TO A CONSIGNEE

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- 8.1. VENIPAK shall undertake to notify the Consignee about the delivery of the Parcel in advance by sending a text SMS message and/or email only if the Parcel Consignee is a natural person.
- 8.2. The Courier shall have the right not to wait for more than 10 minutes for the Parcel to be accepted.
- 8.3. VENIPAK undertakes to take the Package weighing 30 kg or less from the vehicle to the door of the Consignee's home. Should the Parcel contain more than twenty (20) Packages weighing less than 30 kg, the Consignee him/herself shall take care of taking the Packages to the Consignee's residential or business address door. If the weight of the Package exceeds the specified allowed weight, the Customer agrees to pay the extra charges indicated in the Price list in the Annexes to the Agreement.
- 8.4. When handing the Parcel to the Consignee, the person accepting the Parcel shall clearly (in a legible manner) write his/her name, surname, delivery time, and put signature on the document accompanying the Parcel (parcel manifest). If the accompanying document (manifest) of the Parcel is electronic, the Courier shall be entitled to enter the data of the person accepting the Shipment as specified in this paragraph and to require the person accepting the Shipment to sign legibly.
- 8.5. The Parcel shall be deemed delivered, when the Consignee or their representative accepts the Parcel and signs in the document accompanying the Parcel (parcel manifest). When the Consignee sees evident external damages of the Packaging of a Parcel, s/he must mark this in the document accompanying the Parcel (parcel manifest).
- 8.6. The Customer shall be responsible for the Consignee's acceptance of the Parcel in accordance with the terms and conditions of the Agreement. The Consignee must inspect the Packaging of the Parcel during the moment of acceptance in the presence of the Courier. If the Consignee notices any damages of the Packaging, s/he must mark this in the document accompanying the Parcel (parcel manifest). VENIPAK shall not be held liable for any damage to the Parcel or its part, if this was not marked during the acceptance of the Parcel in the document accompanying the Parcel (parcel manifest).
- 8.7. In case of objective actual circumstances which aggravate the transfer of the Parcel (for example, there are no technical possibilities to unload the Parcel during the moment of handing over, the Consignee was not found or refuses to accept the Parcel, the Consignee or any other lawfully responsible person refuses to pay the amount(s) specified in the document accompanying the Parcel (parcel manifest), consignment note and/or any other document or amounts payable to VENIPAK on any other grounds in accordance with the Agreement), VENIPAK must request further direct instructions from the Customer. The Customer shall bear all expenses incurred by VENIPAK in receiving and executing the instructions, which shall be paid in accordance with documents provided separately by VENIPAK confirming the amount of the expenses incurred.
- 8.8. If there are no instructions specified in Paragraph 8.7 hereof, VENIPAK shall have the right to return the Parcel to the Customer at the Customer's expense or to unload it and take it for storage. In such case, transportation shall be deemed to be completed but the Customer shall remain liable for all debts and expenses incurred by VENIPAK in accordance with the evidence provided by VENIPAK proving the amount of the expenses.
- 8.9. Should the Consignee refuse to accept the Parcel or the specified Consignee is not found at a given address, the Courier shall register one of the following procedures: NOT FOUND, RETURN, RE-ADDRESSING. NOT FOUND, RETURN and RE-ADDRESSING procedures shall be paid for in accordance with the procedures set out in the Agreement. In case of failure to contact the Customer, the NOT FOUND procedure is automatically registered.
- 8.10. Parcels addressed to a person to his/her working or studying place, a dormitory, a place of military service, a hospital, a health resort, a camp site or a place of imprisonment, shall be delivered to the administration or its authorised persons. An appropriate Consignee shall be deemed a person specified by the Customer in the VENIPAK ON-LINE system, also an appropriate addressee specified in a waybill, other submitted documents and/or notifications provided by the Customer, also any other person who can accept and pass on the Parcel to the Consignee, for instance, a person who works or lives in the same premises as the Consignee, his/her neighbours or other persons found at the address provided by the Customer. In the event where different persons are specified in identification documents of Consignees (address, name, surname) provided by the Customer, priority is given to the Consignee's identification documents indicated in the VENIPAK ON-LINE system.
- 8.11. Parcels addressed to a legal person shall be delivered against a signature and handed to the person specified on the Package of the Parcel or any other administration employee of the same company.
- 8.12. The Consignee must unload Parcels that require loading machinery. The Customer is obliged to notify the Consignee within a reasonable period of time upon receipt of information from VENIPAK of the delivery of Shipments which require loading equipment for unloading.
- 8.13. Should a Consignee accept someone else's Parcel, the Consignee and/or the Customer must notify VENIPAK immediately thereof and return the Parcel at its own expense. In case of failure to return the Parcel to VENIPAK, the Customer shall be fully financially responsible for the unreturned Shipment accepted by the Consignee.

## 9. PROCEDURE FOR RETURNING DISASSEMBLABLE PALLETS

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- 9.1. If the Customer needs to return empty disassembled pallets, an Annex "Return of Pallets" to the Agreement must be signed.
- 9.2. Empty pallets are returned to the Customer only if all mandatory instructions of VENIPAK are fulfilled. The Customer must complete and submit to the Courier for signature a Pallet Acceptance and Transfer Form, then scan and email it to: [archive@venipak.com](mailto:archive@venipak.com). The Customer shall provide the copies of signed Pallet Acceptance and Transfer Forms every week for the previous week.
- 9.3. The pallets shall be returned together with a separately completed Annex to the Agreement, specifying in writing the degree of their deterioration (percentage). Onetime pallets with the dimensions: 1200x800x123 mm, weight of: 11.5 kg, weight of loading up to 500 kg will not be returned.
- 9.4. Non-disassemblable pallets are not returned. The accounting of such Pallets shall be kept mutually by the Customer and the Consignee.
- 9.5. VENIPAK shall have the right to return the Pallets by one or several deliveries at its own discretion. VENIPAK shall also have the right to suspend the return of Pallets, if the Customer has overdue debts.

## 10. ITEMS NOT TRANSPORTED BY VENIPAK

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10.1. Prohibited articles - items and substances or products which due to their chemical or physical characteristics may cause harm to human health, the environment or property and are included in the list of hazardous materials approved by the expert committee of the United Nations; also any items, goods, substances transportation of which (import, export, shipping) is prohibited by the law of at least one of the countries in the territory of which the transportation takes place, for example:

- Items of big value (jewellery, pieces of art, antique items, precious metals and stones), money, tickets, receipts, lottery tickets, bank cards, securities, shares, promissory notes and other documents (including but not limited to identity documents, diplomas) and items which after damage cannot be restored, reconstructed and/or replaced by equivalents.
- Weapons and their parts, ammunition, explosives and explosive substances.
- Narcotic drugs and psychotropic substances, their precursors, except for medicines, which have analogous characteristics.
- Live animals and plants.
- Perishable food and non-food products.
- Money, securities, precious metals and stones, antique items.
- Toxic or corrosive solutions.
- Printed, audio, video or electronically stored material prohibited by law.
- Human remains or body parts.
- Items which require special temperature, air humidity and other conditions for transportation.
- Items which require special permits or exceptional conditions for transportation, export or import.
- Items which due to their characteristics may damage other Parcels or cause harm to human health and the environment.

10.2. VENIPAK shall not be responsible for damage or loss of the items listed below, if:

- a) Glass products, vases, laboratory equipment and other items which are fragile by nature are provided for delivery.
- b) Prescription medicine is provided for delivery. In case of damage or loss, the Customer shall assume the responsibility for the costs of disposal of the damaged medicines.
- c) Food products are delivered, regardless of their Packaging. The Customer undertakes to cover all expenses in relation to the removal of consequences in case of spoiled food products and if the Parcels of third parties are damaged as a result.

In all the aforementioned cases, the Customer must compensate for all damage caused to VENIPAK, if damage is caused to VENIPAK Parcels because of the Customer's Parcels, if VENIPAK property is damaged or any other damage is caused to VENIPAK's interests. VENIPAK shall be liable to the Customer only if the damage is caused by VENIPAK's deliberate actions or gross negligence.

10.3. Given the specific characteristics of the items to be delivered, the Customer must personally take special security measures to package Parcels which contain:

- a) Furniture, which is often of non-standard size, cannot be well protected by Packages, therefore, may often be damaged and damage the Parcels of third parties.
- b) Can be easily damaged and as a result the Parcels of third parties may be damaged.
- c) Automotive goods (equipment, parts) and automotive chemicals (for instance, oils, liquids) which are often transported without a Package, their ingredients are hazardous (for instance, sulphuric acid), therefore, when transported within an insufficient package, if damaged, they can ruin VENIPAK's property and/or Parcels of third parties.
- d) Packages of large household equipment (for example, refrigerators, freezers, washing machines, dishwashers, TV sets) which is often of high value, are easily damaged, they are of non-standard size, therefore, the Parcels of third parties may be damaged. When these items are provided in the manufacturer's Packaging, the provisions of this paragraph do not apply.

10.4. In all the aforementioned cases, the Customer must compensate for all damage caused to VENIPAK, if damage is caused to VENIPAK Parcels because of the Customer's Parcels, if VENIPAK property is damaged or any other damage is caused to



VENIPAK's interests. If the Customer fails to take additional and special measures for ensuring the protection of the packaging of the aforementioned types of Parcels, VENIPAK shall not be held liable for any loss or damage to the Parcels. During the entire period of the performance of the Agreement, the Customer undertakes to prove/substantiate by written and visual means that he has taken additional and special measures to ensure protection of the Parcels discussed herein. Should the Customer fail to provide written and visual evidence with regard to the protection of Parcels by means of proper packaging prior to hand-over to the Courier together with a claim, VENIPAK shall not be liable for the loss and/or damage to the Parcels.

- 10.5. The Customer undertakes to ensure and guarantee that the Packaging of a Parcel will not contain items other than those indicated in the documents provided by the Customer or any prohibited articles. The Customer shall understand and acknowledge that by ordering the transportation of prohibited articles, by transferring them or by causing their transfer for transportation, he assumes full responsibility for the consequences and is obliged to compensate all costs incurred by VENIPAK in relation to fines and sanctions imposed by competent state institutions, or any other losses incurred due to transportation of such items. Should it be discovered that a Parcel (or part of it) handed over for transportation contains any Prohibited articles, VENIPAK will refuse to accept them (or their corresponding part) or organise their transportation. If this is discovered later, transportation of the Parcel (or its corresponding part) shall be discontinued.
- 10.6. The Customer undertakes not to provide any ADR (hazardous freights) Parcels. Hazardous Parcels in this case include Parcels which, during transportation or storage, may cause illness, poisoning, human and animal burns, explosion, fire, damage to other Parcels, structures and installations or contamination of the environment. Such Parcels shall imply explosive substances and products (for example, black powder), gases (for example, aerosols), flammable fluids (for example, petrol), flammable solids (for example, sulphur), self-reactive materials (for example, activated charcoal), substances which in contact with water release flame gases (e.g., zinc powder), oxidising substances (for instance, potassium permanganate), organic peroxide (for example, acetyl acetone peroxide), toxic substances (for example, pesticides), infectious substances (for instance, vaccines), radioactive substances (for instance, uranium), corrosive substances (for example, sulphuric acid), various hazardous substances and products (for example, dry ice).
- 10.7. VENIPAK has the right to suspend transportation in accordance with the established procedure at any stage and to check the content of the Package, if it suspects that the Parcel might contain Prohibited articles that might pose harm to human health or to other Parcels or if it is prohibited to import them into the territory of other countries. In such case VENIPAK will take all necessary safety measures. The Customer shall compensate in full the losses and costs incurred by VENIPAK, regardless of the country in which they were suffered.
- 10.8. If the Customer has any doubts about the content of the Parcel and whether it can be transported by VENIPAK, it must contact VENIPAK in advance using the contact details provided in the Agreement and establish whether the Parcel can be handed over for transportation.

## 11. SPECIFIC FEATURES OF INTERNATIONAL SHIPMENTS

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- 11.1. In the case of delivery of International Parcels, apart from the general regulations established in the Rules, Agreement, its Annexes, VENIPAK Information on Services, also additional provisions set forth in this section on International Parcels Delivery shall apply.
- 11.2. In the case of delivery of International Parcels, if VENIPAK's vehicle is not loaded or unloaded in the place of loading and unloading at the agreed time through no fault of VENIPAK, the Customer is obliged to pay VENIPAK the fine, the amount of which is specified in the Price list in the Annexes to the Agreement for every day and to fully compensate for all related losses.
- 11.3. In the case of International delivery, the Customer undertakes to place an order for delivery of the Parcel by sea and air transport in the VENIPAK ON-LINE system not later than four (4) business days before the estimated date of Parcel loading and not later than one (1) business day – for road transport.
- 11.4. In the case of International delivery VENIPAK undertakes to confirm the received order within 24 hours.
- 11.5. In each specific case of delivery of International Parcels, the deadlines for delivery shall be coordinated by VENIPAK and the Customer individually.
- 11.6. Where transportation takes place within the borders of the EU Member States, VENIPAK shall transport Parcels without any permits which are usually required when Parcels are delivered to third countries. In such case the Customer commits to prepare documents so that the Consignee and the place of unloading are indicated within the borders of the European Union. If the Customer prepares the documents differently and VENIPAK suffers damages as a result (e.g. vehicle detention, fines), the Customer undertakes to fully compensate VENIPAK for these damages within 7 calendar days from the written claim being submitted.
- 11.7. Where transportation takes place in the third countries, the Customer authorises VENIPAK to carry out all necessary customs procedures related to the performance of the Agreement and undertakes to pay VENIPAK all costs in relation to the fulfilment of such assignment. At the Customer's request, customs procedures may be performed by the Customer's chosen partner or a company which provides custom's brokerage services.

## 12. SERVICES PROVIDED AND PRICES

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- 12.1. VENIPAK provides Parcel transportation and delivery services. Additional services are provided only in the regions specified by VENIPAK. The detailed list of services available at regions is available on the VENIPAK website [venipak.com/iv](http://venipak.com/iv).
- 12.2. Prices for services are set in the Agreement with the Customer.

- 12.3.** Prices for services to non-contractual Customers shall be coordinated individually by phone +371 6601 6601 or email: [helpdesk.lv@venipak.com](mailto:helpdesk.lv@venipak.com). Prices for services to non-contractual Customers are provided in the internet system [fast.venipak.com](http://fast.venipak.com), after entering accurate Customer, Consignee and Parcel details (weight or volume, collection address, delivery address, contact phone numbers of the Customer and the Consignee). For all enquiries, please contact us individually by phone +371 6601 6601 or by email: [helpdesk.lv@venipak.com](mailto:helpdesk.lv@venipak.com).

## 13. LIABILITY, COMPLAINTS AND REIMBURSEMENT PROCEDURE

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- 13.1.** VENIPAK shall be held financially liable for the loss or damage of the Parcel if the postal service does not comply with the requirements provided for in the legal enactments applicable to postal services. The liability of VENIPAK shall be limited to the value of the Parcel. If VENIPAK fails to deliver the Parcel to the Consignee within the time limit agreed in writing by VENIPAK and the Customer and imperatively due to deliberate actions or gross negligence or in general case delivered the Parcel in the territory of Lithuania later than the reference deadlines specified in the Annexes to the Agreement, VENIPAK shall, at the Customer's request, be obliged not to charge the delivery and/or return charges for late delivery of the Shipments. If the Customer is imposed a fine through the fault of VENIPAK (i.e., deliberate actions or gross negligence) due to late delivery of a Parcel, VENIPAK agrees to pay the fines up to and including EUR 300 per Parcel or order only. The maximum amount of fines to be reimbursed by VENIPAK per Customer per month is EUR 900.
- 13.2.** In case of Parcel delivery in the Baltic countries (Lithuania, Latvia, Estonia) and when the value of the Parcel exceeds EUR 500 or in other cases offered by VENIPAK, the Customer is given the opportunity to purchase an additional damage compensation service in the VENIPAK ON-LINE system. If additional damage compensation service is not purchased for delivery in the Baltic countries (Lithuania, Latvia, Estonia), the Customer will be subject to standard liability of a carrier depending on the type of transportation – (i) for the damage incurred due to lost, damaged international Parcels in accordance with the provisions of the Universal Postal Convention of the Universal Postal Union, Regulations of the Postal Correspondence and Postal Parcels, however, the compensation cannot exceed 40 SDR per Parcel and 4.50 SDR for every kilogram of a Parcel (SDR is a derivative currency, the ratio to the USD of which is announced by the International Monetary Fund). The amount of compensation in euros is established on the basis of the official currency rate of USD to EUR set by the Bank of Lithuania which is valid on the date of dispatch); (ii) for the damage incurred due to lost or damaged national Parcels the value of which does not exceed EUR 500 compensation is paid in the amount of the damaged or lost Parcel cost only where the Customer provides reliable and representative evidence supporting the cost of the Parcel. If the Customer provides only Parcel sale documents (invoices), then VENIPAK may compensate only 70 per cent of the sale price of the damaged or lost Parcel to the maximum, however, not more than EUR 500. In case of doubt, VENIPAK may request, but the Customer must produce, sales documents (invoices) for the lost or damaged goods from different suppliers for different periods; (iii) for damage due to lost, damaged national and international shipments in accordance with the International Air Transport Association (IATA) regulations as set out in the Air Waybill (AWB) as well as Convention of 28 May 1999 for the Unification of Certain Rules for International Carriage by Air; (iv) for damage caused by lost or damaged international shipments under the terms of the Bill of Lading, International Convention of 25 August 1924 for the Unification of Certain Provisions of the Bill of Lading (the Hague Rules) and Protocol of Signature, Protocol of 23 February 1968 amending in part the International Convention for the Unification of Certain Provisions of the Bill of Lading (Visby Protocol); Protocol of 21 December 1979 (Protocol on the SDR) amending in part the International Convention of 25 August 1924 for the Unification of Certain Provisions relating to Bills of Lading (the Hague Rules), the Protocol of 23 February 1968 (Visby Protocol), as amended in part (carriage by sea) (carriage by sea); (v) in accordance with the Agreement concerning International Carriage of Goods by Rail (SMGS) of 1 November 1951 (carriage by rail). The incurred indirect losses, including the loss of income or profit, as well as non-material damage, including the damage to business reputation, shall not be compensated for. Damage to Packaging will only be compensated if it is the original Packaging, i.e., damage to non-original Packaging will not be compensated
- 13.3.** In the case of other international Parcels, i.e., when Parcels are delivered to countries other than the Baltic countries (Lithuania, Latvia, Estonia), damages shall be compensated exclusively based on the provisions of an international convention applicable in specific case of transportation.
- 13.4.** VENIPAK shall not be held responsible for:
- 13.4.1.** missing or damaged goods, if they were packaged and labelled without regard to the requirements of the Rules and at the time of delivery of the Parcel, the Consignee has not made a note in the accompanying document (Parcel manifest) on damage to the packaging or shortages of the Packages;
- 13.4.2.** shortages of Packages resulting from the collection of Parcels from the Customer to the VENIPAK terminal, where the Packages, due to their large quantity, were not delivered individually to VENIPAK but stacked on Pallets for faster and safer transfer and the Customer has no video evidence that the missing Package was loaded onto the vehicle; The Customer understands that VENIPAK Courier has no physical capacity to check the number of Packages when accepting a big quantity of Packages, therefore, the VENIPAK Courier's signature on the document accompanying the Parcel (Parcel manifest) shall not be considered a supporting piece of evidence in a court stating that VENIPAK has accepted all the Packages listed in the document accompanying Parcel (Parcel manifest);
- 13.4.3.** the Parcel that is seized by a State authority;
- 13.4.4.** force majeure circumstances existing at the time of delivery of the Shipment, due to which the Shipment is missing, items are missing/damaged, it is not possible to establish what has happened to the Shipment due to destruction of documents necessary for evidence, but VENIPAK is not to blame. Force majeure shall be deemed to be the circumstances referred to in the UNIDROIT Principles of International Commercial Contracts;
- 13.4.5.** for damage which occurred due to natural characteristics of the delivered items (goods) because of which they were completely or partially lost or damaged: broken, rusty, flaking, crushed;
- 13.4.6.** if the Consignee has accepted the Parcel and has signed that the Parcel was received. From the moment of Parcel acceptance, the entire risk of accidental perish or damage of the items (goods) contained in the Parcel shall pass to the Consignee;

- 13.4.7. if any loss or damage is incurred, the Parcel or part of it is lost or damaged, delivered late or not delivered due to circumstances which are beyond the control of VENIPAK, such as:
- the content of the Parcel consisted of items listed in section 10, which is not delivered by VENIPAK;
  - nature, characteristics, typical defects of the Parcel;
  - Client's instructions or directions, failure to perform or improper performance of duties, other acts (omissions);
  - Consignee's actions (omissions);
  - actions (omissions) of persons not related to VENIPAK;
  - other circumstances specified in the regulations of the Republic of Latvia or international agreements;
  - in case of loss or damage to the Parcels packaged and sealed by the Customer, if during the transportation the seal or the protective strip was not damaged, and the Package remained in one piece (not damaged);
  - data in delivered magnetic, electronic storage devices were erased.
- 13.5. The Customer agrees to personally assume material responsibility when the service is ordered by one entity and the item is actually dispatched by another entity.
- 13.6. The Customer agrees to reimburse VENIPAK for transfer costs and additional charges incurred in accordance with VENIPAK's rates set out in Annex 1 to the Agreement if the Customer sends Shipments for which the Bill Receiver or Bill Third-party is liable, the Bill Receiver or Bill Third-party fails or refuses to pay within 120 (one hundred and twenty) calendar days. When the Customer returns payment to Latvia, discounts provided for in the Agreement do not apply.
- 13.7. By entrusting another entity with the identification data provided by VENIPAK, which is used to connect to the VENIPAK ON-LINE system, the Customer assumes full responsibility arising from the acts or omissions of the other entity using the Customer's identification data.
- 13.8. In case of failure to present a Parcel or if an order is cancelled, when its performance has already started, the Customer undertakes to pay VENIPAK a fine according to the rates indicated in the Price list in the Annexes to the Agreement. The Customer's costs incurred due to transportation terminated by the Customer himself shall not be compensated for.
- 13.9. The Parties agree that if the Customer is the Consignee of the Shipment, the International Commercial Terms (Incoterms) provide an indisputable basis for treating the Payer as the Consignee.
- 13.10. In the event of a claim due to a missing Parcel and/or part thereof, damage to the Parcel and/or part thereof, the Customer must submit a claim in writing to VENIPAK no later than 6 (six) months from the date of dispatch of the Parcel. If no claim is submitted within the specified time, it shall be deemed that the Parcel has been delivered properly and the order was fulfilled qualitatively; no claims submitted after the specified time will be processed. To report a claim, the Customer shall use the claim form available on the VENIPAK website: <https://venipak.com/lv/precu-piegades-noteikumi/>. The Customer shall send the signed claim to VENIPAK by one of the means of communication specified in the claim form.
- 13.11. VENIPAK must examine the Customer's claim regarding the loss of Parcels or Packages, their damage or failure to comply with the delivery deadlines and to provide a response in writing within a reasonable period of time, however, no later than within 14 (fourteen) days from the date of receipt of a written claim with all related documents.
- 13.12. VENIPAK undertakes to compensate damages to the Customer within 30 (thirty) calendar days (in case of International Parcel – within 90 (ninety) calendar days) from the date of submission of a written claim, except for cases where a different arrangement was made with the Customer or where a longer examination/handling of a claim is caused by objective circumstances that do not depend on VENIPAK.
- 13.13. If the Customer disagrees with the response provided by VENIPAK to the Customer's written claim, the Customer has the right to apply to the Public Utilities Regulatory Commission of the Republic of Latvia, which, within the limits of its competence, resolves disputes between public service providers and users out of court free of charge (address: Unijas street 45, Riga, LV 1039, website: [www.sprk.gov.lv](http://www.sprk.gov.lv), e-mail: [sprk@sprk.gov.lv](mailto:sprk@sprk.gov.lv)), or to the State Consumer Rights Protection Centre (address: Brivibas street 55, Riga, LV 1010, website: [www.ptac.gov.lv](http://www.ptac.gov.lv), e-mail: [pasts@ptac.gov.lv](mailto:pasts@ptac.gov.lv)), or to complete an application form in ODR platform <https://ec.europa.eu/odr/>. Decisions taken by the out-of-court dispute resolution bodies do not exclude from applying to the courts.

## 14. AMENDMENTS TO THE RULES

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- 14.1. The latest version of the Rules is available on the VENIPAK website [venipak.com/lv](http://venipak.com/lv).
- 14.2. VENIPAK updates the Rules as necessary, as the quality of its services is improved by upgrading the technology of collecting, sorting, splitting and transporting Parcels, offering new services and expanding the geography of Parcel delivery. In case of changes to the legal enactments mentioned in the Rules, the new provisions of such legal enactments shall apply immediately. The latest version of the effective Rules, information on the newly offered services, the valid price list of VENIPAK and any other information is published by VENIPAK on the VENIPAK website; the Customer may also be notified of changes by email and/or via the VENIPAK ON-LINE system.
- 14.3. To ensure smooth communication, either Party undertakes to notify the other Party of any changes in the name, registered address, postal address for correspondence, phone and fax, email, bank account details immediately. In the absence of such notice, all documents or notices sent (delivered) in the performance of this Agreement shall be sent to the last known contact details of the Party and shall be deemed to have been duly delivered.
- 14.4. The Agreement, its Annexes, the Rules, VENIPAK Information on Services may be amended in accordance with the procedure established in the Agreement. The Customer will be notified of such changes in accordance with the procedure established in the Agreement.
- 14.5. In exceptional cases, which are provided for in the Agreement, individual exceptional amendments to general regulations of the Rules, Annexes to the Rules, VENIPAK Information on Services may be made on which the Parties shall mutually agree in writing in the Agreement.

**TITLE, NAME, SURNAME, SIGNATURE OF VENIPAK'S  
AUTHORISED REPRESENTATIVE**

Sales manager Asta Morkūnaitė

Sales director Tomas Raišelis

**TITLE, NAME, SURNAME, SIGNATURE OF CUSTOMER'S  
AUTHORISED REPRESENTATIVE**