



ACS AEE.

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ACS S.A. GENERAL TERMS OF CARRIAGE

By using the ACS S.A. dispatch and handling system for the carriage of parcels and documents, the sender agrees to the terms and conditions set out herein. No representative, agent or employee of ACS S.A., nor the sender, is entitled to modify or waive these terms and conditions.

Article 1. Each ACS S.A. Proof of Collection-Delivery is a non-negotiable document and the sender acknowledges that it was completed by the sender or by ACS S.A. on the sender's instructions and for the sender's account. The sender declares and accepts that he/she is the owner or holder, or the representative of the owner or holder of the goods to be carried, as described in each ACS S.A. Proof of Collection-Delivery. The sender also declares that he/she unreservedly accepts the ACS S.A. terms of carriage. <Shipment> means any envelope or parcel carried under one waybill (proof of collection) by any mode of transport selected by ACS S.A., including air, sea, road or any other carrier. Pursuant to the EETT regulation, the sender must present an identity card for recording or other official identification document, or, in the case of a company, a copy of registration in the General Commercial Registry (GEMI).

Article 2. The sender warrants that:

- a) Every item entered on each ACS S.A. Proof of Collection-Delivery is accurately and lawfully described.
- b) The shipment being handled correctly bears the required marks, details and full addresses of the sender and the recipient.
- c) The shipment being handled has been packed so as to ensure safe carriage.
- d) The contents of the shipment do not comprise prohibited items or items dangerous to public health and safety.
- e) The sender shall pay all additional costs that may arise during the handling, return or storage of the items.

Article 3. ACS S.A. is entitled, but not obliged, to inspect the contents of the shipment it accepts for handling and to refuse to accept items for carriage if the sender refuses to allow them to be inspected by its representative. ACS S.A. is also entitled, either at collection or at any time thereafter, not to proceed with the handling of a shipment if there are indications of prohibited contents or insufficient recipient details, and if no customs declaration has been submitted where required by the applicable customs regulations and/or the shipment is not accompanied by the lawful tax documents required by law.

Article 4. ACS S.A. is entitled to retain or withhold delivery of any item it carries in order to secure payment of the costs arising from carriage (freight/waybills, any additional expenses arising during handling such as duties and taxes required under applicable laws and regulations, customs broker fees, expenses arising upon return or storage of the items, etc.) until such costs are paid.

Article 5. ACS S.A. handles shipments charged to the recipient only within Greece and to the countries listed on its website www.acscourier.net. If the recipient refuses to pay the fee for any reason, the sender undertakes to pay ACS S.A.

Article 6. ACS S.A. handles purchase, cash-on-delivery and transport shipments also on oral or electronic (including telephone/electronic) instructions. In such cases, the principal has the rights and obligations of the "sender" indicated on the ACS Proof of Collection-Delivery. If the cash-on-delivery service is selected by any method other than cash (negotiable instruments such as cheque, promissory note, etc.), ACS bears no liability for the date, validity or other particulars of the negotiable instrument, and responsibility for the date rests solely with the sender and the recipient under their agreement.

Article 7.

- a) The liability of ACS S.A. for defective provision of courier services to individual users (senders or recipients or principals who do not have a specific contract and pay for their services in cash according to the basic prices of the official ACS S.A. price list without discounts) is determined as follows:
 - 1. In the case of a multiple shipment (shipment of more than one item to one recipient), each postal item is treated separately and compensated separately.
 - 2. Compensation is paid to the user who contracted with the postal undertaking and paid the postal fee or, if that user waives his/her rights, to the person (i.e. sender or recipient) designated by that user, provided the postal undertaking is informed accordingly by any appropriate means.
 - 3. The applicable compensation is paid no later than twenty (20) working days from the date on which payment of compensation is approved.
 - a. For proven loss, total theft or total destruction of the contents of an envelope, compensation is paid:
 - i. For domestic shipments, equal to ten (10) times the postal fee paid, plus refund of the postal fee for the specific shipment,
 - ii. for international shipments, equal to five (5) times the postal fee paid, plus refund of the postal fee for the specific shipment.
 - b. For proven loss, total theft or total destruction of the contents of a parcel, compensation is paid:
 - i. For domestic shipments, equal to eight (8) times the postal fee paid, plus refund of the postal fee for the specific shipment,

- ii. for international shipments, equal to four (4) times the postal fee paid, plus refund of the postal fee for the specific shipment.
- In the above cases b'i and b'ii, the maximum compensation may not exceed the purchase/replacement value of the item. The burden of documented proof of the purchase/replacement value of the item lies with the beneficiary.
- c. For proven loss, total theft or total destruction of the contents of an envelope or parcel with declared value/insured, compensation is paid up to the amount of the declared and insured value and the postal fee paid for the specific shipment is refunded. The burden of documented proof of the purchase/replacement value of the item lies with the beneficiary.
- d. For proven partial loss, partial theft or partial destruction of the contents of an envelope or parcel, compensation is paid equal to the actual value of the loss, theft or destruction, provided that it does not exceed the compensation amount for total loss, total theft or total destruction. The burden of documented proof of the purchase/replacement value of the item lies with the beneficiary.
- e. For proven partial loss, partial theft or partial destruction of the contents of an envelope or parcel with declared value/insured, compensation is paid equal to the actual value of the loss, theft or destruction, provided that it does not exceed the declared value. The burden of documented proof of the acquisition value of the item lies with the beneficiary.
- f. If a postal item is returned through the fault of the postal undertaking and the reason for non-delivery is unknown, the user who contracted with the postal undertaking and paid the postal fee is entitled to refund of the postal fee and any other related expenses paid by that user to the contracting postal undertaking.
- g. For delay in delivery of postal items, with proven liability of ACS, after three (3) working days from the agreed final delivery date of the postal item, compensation equal to two (2) postal fees is paid; if the delay exceeds three (3) working days and the item is delivered within the following twelve (12) working days, the compensation is increased by refund of three twelfths (3/12) of the postal fee for each additional working day of delay. In the event of delay beyond fifteen (15) working days, the defect is presumed to be loss.
- h. In the case of a postal item for which, under the individual contract concluded, delivery has been agreed strictly and only to a predetermined address, but instead, without the recipient's consent, it is deposited for delivery at postal stores, reception boxes, automated postal lockers (Parcel Lockers), lockers in a third-party shop (shop in a shop) or at handling points, contrary to the delivery terms recorded in the postal undertakings' Charter of Obligations to Consumers and without the user's proven consent by any appropriate means, compensation equal to two (2) postal fees is paid. It is self-evident that, in cases of absence from the address, or where the address does not contain correct and complete details, ACS S.A. bears no liability.
- i. The above limitation of compensation by granting lump-sum compensation covers every claim of the user arising from the provision of postal services, whether in contract or in tort, and does not apply if the breach of contractual obligation or tort is due to fraud by ACS S.A. or persons acting on its behalf. The postal undertaking is in any case released from any liability on any grounds relating to defective performance of postal services if it is not notified in writing within six (6) months from conclusion of the postal contract.

b) The liability of ACS S.A. for defective provision of courier services to users of the services, natural or legal persons, with whom contracts/agreements have been or are concluded for the movement of numerous postal items and/or for provision of postal services for long periods, and to whom discounts on the basic prices of the official ACS S.A. price list and/or special lower prices and/or credit through use of a code are provided, is governed by the specific terms and agreements included in those contracts. In such cases those limits are understood as maximum declared value/insured limits. Where such specific agreements are concluded, the limits and compensation amounts of paragraph 7a above do not apply; the specifically agreed terms apply, under which in any case the compensation paid for total loss, theft or destruction of an uninsured envelope or parcel may not exceed the actual value* of the envelope/parcel and, where there is no express relevant agreement, compensation for delays shall not apply.

(*) Actual value means:

- for documents, the cost of their preparation, replacement, reproduction or redrafting.
 - for items, the cost of their repair, replacement or purchase, as evidenced by the submitted documents (in the condition they were in upon collection), taking into account each time the lower value as above. THE ABOVE ALSO APPLY TO SHIPMENTS WITH DECLARED VALUE WHEN THEY ARE NOT INSURED. ACS S.A. is liable only up to the amounts specified above and in no case is liable for any kind of loss or damage (including indicatively any direct or consequential damage or loss of profits), even if the risk of such loss or damage was brought to the attention of ACS S.A. before or after acceptance of the shipment. Any claims of the sender or third parties are limited to a single compensation claim per shipment and up to the amount expressly specified above, settlement of which constitutes full and final settlement for any loss or damage in relation to the shipment. The sender unreservedly accepts the above compensation amounts and declares that he/she waives any additional claim against ACS S.A. for any direct or consequential damage or loss of profit, from whatever cause arising. Each international carriage is governed by the terms and limitations of the CMR, Warsaw and COTIF-CIM international conventions, as in force.
- for consequential damage or loss of profit, from whatever cause arising. Each international carriage is governed by the terms and limitations of the CMR, Warsaw and COTIF-CIM international conventions, as in force.

ACS cannot know the contents of shipments. The Principal/Sender, who knows the contents, acknowledges and unreservedly accepts that, if he/she does not insure them through ACS S.A. by paying the relevant price, the value of the contents is in every case lower than the limits stated in Article 7 (a & b), and he/she bears full responsibility for any exceedance of the limits in Article 7 (a & b) in any case of loss or damage to the shipment.

Article 8. If the sender so wishes, handling of shipments is covered by insurance through the insurance company cooperating with ACS S.A., subject to an insurance premium as follows:

Value of carried items	Domestic premium	International premium
up to €600	3,60€	10€
up to €1,000	6,00€	
up to €1,500	9,00€	1% of the insured value
up to €3,000	18,00€	

In the event of loss, theft or destruction of carried items whose value exceeds the amounts specified, as applicable, above under 7 a & b, a claim for compensation for that additional amount arises only if the carried item has declared value and is insured for that value and provided that the additional insurance cost (premium) for the shipment has been paid to ACS on time. It is expressly agreed that if the Principal or Sender or a third party insures the items carried with ACS also with another insurance company of his/her choice, the total liability of ACS towards the respective insurance company and any other third party shall not exceed the amounts expressly stated in Article 7 (a & b) above. It is self-evident that a necessary condition for payment by ACS of any compensation amount is destruction, loss or theft of the item with proven liability of ACS. In the event of insurance of the carried items with an insurance company or under an insurance policy selected by the Principal or Sender or a third party, that person declares and warrants to ACS S.A. that the insurance includes a waiver of the insurer's right of recourse against the carrier, and is liable to ACS S.A. for any damage it may suffer from omission of that clause from the insurance cover.

Article 9. ACS S.A. makes every effort and takes every action to achieve the fastest possible delivery according to its operating schedule and the delivery times stated on www.acscourier.net and in the applicable price lists and offers of ACS S.A., but is not liable for any damage or loss caused by any delivery delays beyond the limits set in EETT Decision No. 1101/3 (Government Gazette B 1670/14-03-24) in the event of proven delay in delivery due to its fault.

In no case, however, may any compensation for delayed delivery exceed the amounts paid by ACS S.A. for cases of loss in accordance with the specific provisions of Article 7 above. The liability of ACS S.A. is expressly limited to the amounts specified, as applicable, in Article 7 a and b above, and in no case is it liable for any kind of loss or damage (including indicatively any direct or consequential damage or loss of profits), even if the risk of such loss or damage was brought to the attention of ACS S.A. before or after acceptance of the shipment. The sender unreservedly accepts the above compensation amounts and declares that he/she waives any additional claim against ACS S.A. for any direct or consequential damage or loss of profit, from whatever cause arising. Any different understanding by the customer regarding delivery times, or any completion, note or indication on the Proof of Collection-Delivery or on the shipment, is not valid and is made at the customer's own responsibility. In no case, however, is ACS liable for delay in collection, carriage or delivery of any shipment or for any loss, direct or consequential damage or loss of profit, harm, incorrect delivery or non-delivery due to force majeure or unforeseeable causes, including indicatively:

- a) Due to unforeseen events objectively beyond human capabilities (accident, adverse weather conditions, delays of means of transport, strikes, etc.).
- b) Due to an act, omission or incorrect instructions of the sender or recipient or a third person having an interest in the specific shipment.
- c) Due to the contents of the shipment, which may suffer special damage, alteration or destruction.

ACS S.A. bears no liability to compensate the sender/recipient/principal/customer/user for any shipment and for any cause if they have not paid every financial obligation they may have to ACS on time under their applicable agreement, including insurance premiums. ACS is entitled to set off any debts of the compensation beneficiary against compensation amounts.

Article 10. Every claim must be raised by the beneficiary and served by any appropriate means (SMS, email, in writing at the central offices of ACS S.A. or at its nearest branch) within 24 hours from delivery of the shipment.

Article 11. ACS S.A. does not undertake handling and carriage of postal items where this is contrary to law or concerns items prohibited or restricted by the International Air Transport Association (IATA), the International Civil Aviation Organization (ICAO) or any other competent public authority or organization, or items included in the prohibited items for carriage as listed on the ACS S.A. website www.acscourier.net. In every case, it does not undertake the carriage of money through postal services, except through special Cash-on-Delivery services, collections for third parties or electronic transfer.

Article 12. The dispute resolution procedure for proper customer (user) service and resolution of any disputes is carried out either through Amicable Settlement: written communication by the sender/user with ACS S.A. to achieve resolution of the dispute, or through Establishment of the Dispute Resolution Committee: ACS S.A., following a relevant request, establishes a Dispute Resolution Committee. For information, users may contact the ACS S.A. Customer Service Department at tel. 210 8190000 & 211 5005000. The terms for management of undelivered postal items are described in the Charter of Obligations to Consumers and on the company's website.

Article 13. ACS S.A. shipping charges are calculated according to the higher of actual or volumetric weight, and each shipment may be weighed and measured again by ACS S.A. to confirm the calculation. For all services, ACS S.A. may perform or assign to third parties any of the following activities on behalf of the sender in the context of providing its services to the sender: a) assign to third parties or complete any document, amend product or service codes and pay any duty or tax required under applicable laws and regulations; b) act as the sender's agent in relation to customs and export-control purposes and as recipient solely for the reason of assigning (itself or through a third party) customs clearance and customs entry to a customs broker; c) direct the shipment to the recipient's customs broker in the country of import (following special arrangement).

Article 14. If collection or delivery of the shipment is carried out using a device (PDA) to receive collection and delivery data (details) of shipments, or alternatively through a third-party computerized system (computer, multi-user touch screen, etc.) using a special security code (PIN), the electronic signature (of the sender or recipient) on the PDA or use of the security code (PIN) serves as signature of this document.

Article 15. If any dispute arises between ACS S.A. and the user, the Courts of Athens shall have exclusive jurisdiction, in accordance with Greek law, which governs the services of ACS S.A.