

# GENERAL TERMS AND CONDITIONS FOR POSTAL SERVICES



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## 1. General data, contact details

1) Name and address of service provider

Magyar Posta Zártkörűen Működő Részvénytársaság

Registered office: 1138 Budapest, Dunavirág utca 2-6

Postal address: Budapest 1540

Trade register number: 01-10-042463

Official electronic contact details for electronic administration (CENTRAL OFFICIAL STORAGE):

a) full name: Magyar Posta Zrt. official electronic contact details

b) abbreviated name: POSTAEUGY

c) KRID (Central System ID) number: 242515371

2) Contact details of Central Customer Service

	Customer Service for private customers	Customer Service for business customers	
Customer Service	1062 Budapest, Teréz körút 51-53.		
in person			
Postal address	3512 Miskolc		
Telephone number	+36-1-767-8282	+36-1-767-8272	
		Thursday 5 p.m. to 8 p.m. on	
		+36-1-767-8282	
Fax number	+36 (46) 320-136		
E-mail	ugyfelszolgalat@posta.hu	uzleti.ugyfelszolgalat@posta.hu	
Hours for customer service	ce Monday to Wednesday and Friday 8 a.m. to 5 p.m., Thursday 8		
by phone	a.m. to 8 p.m.		
Hours for customer service	Monday 7 a.m. to 7 p.m., Tuesday to Friday 8 a.m. to 4 p.m.		
in person			

- 2/A) The contact details of the OFFICIAL STORAGE operating at Magyar Posta's Central Customer Service for electronic administration are identical to those given in paragraph 1).
- 2/B) Other contact details of the Central Customer Service are given on the web page <u>CUSTOMER SERVICE</u>.
- 2/C) Complaints and requests for the supply of information may be made to Magyar Posta in person in accordance with the provisions of point 7.



## 3) Online contact

Address: <u>WWW.POSTA.HU</u>

4) Contact details of the market surveillance authority

Users with complaints related to the provision of postal services may turn to the National Media and Infocommunications Authority (hereinafter referred to as the Authority) in accordance with PARAGRAPH 11) OF POINT 7. The Authority's contact details are given on WWW.NMHH.HU.

5) Access to the General Terms and Conditions

The General Terms and Conditions relating to the use of postal services (hereinafter referred to as the GTC) are available on Magyar Posta's website under GENERAL TERMS AND CONDITIONS.

# 2. Introductory provisions

- 1) Magyar Posta Zrt. (hereinafter referred to as Magyar Posta) is the designated universal postal service provider.
- 2) These GTC contain rules for the use of postal services and certain supplementary postal services provided by Magyar Posta which have been unilaterally pre-defined by Magyar Posta without the participation of the user. General rules for the use of all postal services are given in this main text, while the individual postal products/services, the additional services and the supplementary services are described on separate <a href="PRODUCT SHEETS">PRODUCT SHEETS</a> with different coloured headings, and the articles excluded from transportation by post and articles transportable on certain conditions and the conditions for posting them are described in <a href="APPENDIX">APPENDIX</a> 1.
- 3) The following legislation in particular applies to the postal services provided by Magyar Posta:
  - a) Act CLIX of 2012 on postal services (hereinafter referred to as the Postal Services Act);
  - b) Government Decree No. 335/2012 (XII.4) on the detailed rules for the provision of postal services and the postal service related to official documents, as well as on the general terms and conditions of postal operators, and on items excluded from postal services or items that may only be carried upon certain conditions (hereinafter referred to as the Decree),
  - c) regarding international services, the Universal Postal Convention and its Final Protocol ratified by Act XIV of 2023 and consolidated with the changes adopted at the 2012 Doha Congress of the Universal Postal Union, as well as the related Letter Post Regulations and Parcel Post Regulations together with bilateral or multilateral agreements concluded with the individual countries;
  - d) Ministerial Decree 67/2012 (XII.15) NFM on the method of defining the tariff for domestic letter-mail items not weighing more than 50 grams posted under the universal postal service in accordance with single-piece tariffs as well as defining the fee for the domestic postal service for official documents



and Universal Postal Public Service Contract no. IKF/153/2013-NFM\_SZERZ (hereinafter referred to as the Universal Service Contract or USC) together.

- 4) Magyar Posta provides services which are regulated in these GTC but are not classified as postal products/services or additional services under the provisions of these GTC, the legislation specified in paragraph 3), the USC, and the general provisions of Act V of 2013 on the Civil Code (hereinafter referred to as the Civil Code) applying to contracts.
- 5) Magyar Posta will publish any changes to these GTC at least fifteen days before they come into effect on its website (GENERAL TERMS AND CONDITIONS).
- 6) Magyar Posta is identified by any of the following inscriptions and coloured symbols used independently or by the simultaneous use of more than one of these inscriptions or coloured symbols on a mail item, on its address label, or on its accompanying document if an accompanying document is handed over to the authorised recipient:
  - a) MP;
  - b) MPRT;
  - c) MPZRT;
  - d) Magyar Posta;
  - e) Magyar Posta Rt.;
  - f) Magyar Posta Zrt.;
  - g) Posta;
  - h) postage paid impression containing the inscription "Magyarország" or its foreign language equivalent, e.g. Hungary;
  - i) OLK (National Logistics Centre);
  - j) FILAPOSTA;
  - k) the symbol of the post horn and the stylised version of it (as trademark no. 171406 registered on 12 December 2001);
  - 1) the EMS express logo (as trademark no. 130542 registered on 12 January 1989);
  - m) the symbol of the raven (as trademark no. 189248 registered on 19 September 2005);
  - n) the MPL logo (as trademark no. 186616 registered on 11 July 2005);
  - o) the DCM logo (as trademark no. 189727 registered on 21 March 2006);
  - p) the BÉLYEG M logo (as trademark no. 189248 registered on 19 September 2005).
- 7) The inscriptions and coloured symbols listed in 6) may be used to mark mail when it is accepted by Magyar Posta or during the processing of mail items.



#### 3. General conditions for the use of the service

## 3.1. Basic provisions

- 1) Postal service outlets, acceptance and delivery points, and other apparatus enabling the fulfilment of the universal postal service are classified as postal facilities.
- 2) A postal service outlet is an acceptance or delivery point which provides access to postal services at a specified geographic location and time, excluding postboxes located by Magyar Posta or other devices for the purpose of acceptance or delivery ensuring the safety and integrity of mail items.
- 3) A permanent postal service outlet is a postal outlet which is open for more than two hours in total on each working day.
- 4) An acceptance point is a postbox or other device located by Magyar Posta for the purpose of posting mail items which ensures the safety and integrity of accepted mail items as well as the room or place designated for this purpose.
- 4/A) A rural drop point is a place where a bank of letterboxes is installed on a public highway which is designated and operated by the service provider and functions both as an acceptance point and a delivery point enabling the acceptance of mail items for postal handling and the delivery of mail items that can be delivered through letterboxes to the letterboxes attributed to specific addresses and the placement of notifications of the arrival of mail items to be delivered in person (without attempting delivery).
- 5) A mobile post is a postal service outlet provided at least at the place (access point) designated for this purpose through which Magyar Posta fulfils the acceptance and/or delivery of mail items that can be posted or delivered under the universal postal service.
- 6) The Parcel Terminal is a machine operated by Magyar Posta as an acceptance and delivery point which enables the safe acceptance and delivery of parcels ensuring their integrity as described in the provisions of the separate <u>PRODUCT SHEET</u>.
- 7) The name, address and contact details of the postal facilities operated by Magyar Posta as well as information about the services offered there are given in the document "POST OFFICE LIST" published on Magyar Posta's website.
- 8) A precondition of using services at postal facilities where Magyar Posta has installed a customer queuing system is the proper use of the customer queuing system. At SUCH POSTAL FACILITIES Magyar Posta ensures the possibility of booking an appointment through the business application for this purpose or, for customers who have registered pursuant to the SEPARATE GTC, on its WEBSITE.
- 3.2. Rules regarding the contents of mail items
- 1) Any mail item with contents that are prohibited by law from carriage by road, rail, sea or air is excluded from the postal service depending on the item's means of transport.



- 2) Dangerous goods defined in Government Decree 387/2021 of 30 June 2021 on the announcement of and certain issues of the application in Hungary of Annexes A and B to the European Agreement concerning the International Carriage of Dangerous Goods by Road (hereinafter referred to as ADR) which do not enjoy exemption under ADR as articles that may be carried on special conditions or listed in special regulations may not be dispatched for carriage.
- 3) It is the sender's responsibility to ensure that the contents of the mail item comply with the law as well as the conditions specified by these GTC and APPENDIX 1 published on Magyar Posta's website. Certain articles and substances defined in these GTC may only be posted on the conditions laid down by these GTC. Mail items that are not classified as letter mail or a postal parcel under the definition of the product/service may be handled and priced by Magyar Posta as letter mail or a postal parcel.
- 4) Magyar Posta does not inspect the contents of mail items to check whether or not they are excluded from postal carriage or may only be carried upon certain conditions.¹ If, however, it establishes during any phase of the postal service that the contents of a mail item are excluded from postal carriage or the conditions required for carriage are wanting, the mail item will not be delivered to the addressee or other authorised recipient and will be withdrawn from carriage, simultaneously informing the sender thereof. The costs incurred by this will be borne by the sender. In this case Magyar Posta bears no liability for failure to perform the postal service contract.
- 5) If a mail item contains an article or material excluded from transportation by post as described in APPENDIX 1, Magyar Posta will hand over the mail item withdrawn from postal traffic to the competent authority. The costs incurred by this and by the authority's procedure will be borne by the sender.
- 6) Magyar Posta is not obliged to reimburse the fee paid for using the postal service when dispatching items which are withdrawn from the postal service in accordance with paragraphs 4) and 5). If it is apparent at the time of the acceptance of a mail item that it is excluded from postal carriage, Magyar Posta is obliged to refuse to accept the item or, if it may be carried upon certain conditions, Magyar Posta will make its acceptance dependent on meeting the conditions necessary for transport.
- 7) The sender is liable for any damage caused by an item to the life, health or physical well-being of natural persons, and to any other object, postal equipment and other mail items, and is obliged to bear its own costs and the extra costs incurred by Magyar Posta (e.g. return, repacking, costs incurred paying damages, etc.) as well if these arose due to the sender not observing the regulations set out in law and these GTC.
- 8) Magyar Posta may refuse to enter into a postal service contract if there is reasonable suspicion that a mail item intended for dispatch does not fulfil the conditions for posting (e.g. the shape of a letter-mail item addressed to a country outside the European Union's customs

<sup>&</sup>lt;sup>1</sup> By law (the NAVSEC programme, Regulation EC No 300/2008, Commission Regulation (EU) No 2015/1998, Government Decree 169/2010 (V.11.)), companies conducting an approved business activity at the airport, and thus Magyar Posta, must subject the contents of their export (outbound) mail in air transport to aviation security inspections. This content check primarily aims to filter out devices threatening aviation security, such as firearms, pointed articles, objects that can be used as a weapon, explosives, igniting and incendiary devices or substances.



border clearly shows that it contains more than a personal communication but the sender has not attached the CN 22 or CN 23 customs declaration form to the mail item). In this case the sender must prove that the mail item complies with the conditions for posting (e.g. by showing the contents of the mail item).

- 8/A) If evidence provided in accordance with paragraph 8
  - a) shows that Magyar Posta's supposition is unfounded, Magyar Posta is obliged to repack the mail item safely free of charge. In this case Magyar Posta may not allude to inappropriate packaging;
  - b) results in the sender requesting the postal acceptance of the mail item intended for dispatch with unchanged contents and unchanged packaging while making a specific statement on the mail item's packaging and document in proof of posting and simultaneously renouncing any claim for compensation related to the performance of the postal service contract, Magyar Posta will only undertake the performance of the postal contract provided the contents, packaging (with the necessary markings and inscriptions), and sealing and addressing of the mail item thus prepared for dispatch are suitable for performing the postal contract and cannot cause harm or damage to the life, health and physical well-being of natural persons or to other objects, postal equipment and other mail items.
- 9) Sometimes a foreign country which is an item's place of destination has rules that prohibit, or impose conditions on, the postal carriage of articles and substances whose international dispatch is otherwise permitted by law and these GTC, and fails to inform Magyar Posta of this. Magyar Posta bears no liability for measures taken by the country which is the item's place of destination related to mail items due to mail items not meeting international regulations.
- 10) If a mail item containing dutiable goods is destined for international mail and in particular for a foreign country which is a place of destination outside the European Union, details of the contents intended for dispatch must be given on the address label for the service used or, in the absence of this, on the customs declaration form CN 22 or CN 23 in order to facilitate customs clearance in the country which is the item's place of destination. When giving details of the contents, general descriptions such as "gift" or "mechanical part" must be avoided because giving the most precise description possible of the contents accelerates customs clearance procedures in the country which is the item's place of destination.
- 11) Information on articles excluded from postal carriage as well as articles which may only be carried upon certain conditions together with their conditions for posting is given in <u>APPENDIX</u> 1 published on Magyar Posta's website and in the document "DANGEROUS GOODS EXCLUDED FROM TRANSPORTATION BY POST AND TRANSPORTABLE ON CERTAIN CONDITIONS".
- 12) With regard to goods ordered in international e-commerce, the addressee (the customer) must obtain information on and apply the security regulations of the foreign postal service provider which accepts the mail item for forwarding.



## 3.3. Packaging items

- 1) It is the sender's responsibility to ensure that an item's packaging complies with the conditions for posting given in these GTC and in APPENDIX 1 published on Magyar Posta's website especially in the cases when the mail item has (manufacturer's) packaging used in commercial practice or commercially purchased packaging material is used to prepare the mail item for posting.
- 2) The packaging must be suitable for the nature, characteristics, shape and weight of the contents, and ensure that the quality and good condition of the contents are protected in the course of carriage of the professional standard expected of Magyar Posta. The packaging must ensure that during carriage with the due care expected of Magyar Posta the integrity of the contents of the item is not compromised and that the item does not cause damage to the life, health or physical well-being of natural persons or to other objects, postal equipment and other mail items. The packaging must be sufficiently strong to ensure that the integrity of the mail item is not compromised even if it comes into contact with (is stacked with) other mail items or is subject to physical effects implicit in the use of the automated mail processing technology (turning, placing address side up, grouping). Packaging may be a corrugated cardboard box, a sack, a wooden/metal/plastic box, and for items with content consisting of a single piece (e.g. a cupboard or a radiator) corrugated cardboard or bubble wrap must be used. Furthermore, the packaging must ensure the appropriate temperature required for the contents of a mail item for the entire duration of postal handling and in particular with regard to the extremes of temperature (-25°C and +65°C) which may be encountered in equipment used in the performance of the postal service directly exposed to the weather, e.g. a Parcel Terminal.

Conditions for posting which apply to packing items requiring special packaging for transport (e.g. fragile or dangerous goods) are given in APPENDIX 1 published on Magyar Posta's website.

- 2/A) If the mail item intended for posting consists of more than one piece, the separate items must in all cases be put in an overpack (e.g. a corrugated cardboard box, a sack, a wooden/metal/plastic box or film). The overpack and its sealing must be suitable to keep the mail item together in the course of performing the postal service and for permanently bearing the necessary markings and inscriptions.
- 3) Clean, light-coloured packaging material must be used as cover which does not contain traces of previous postal handling and does not interfere with the legibility of the address label or postal handling and which is suitable for the permanent and easy adherence of the address label, postage stamps and other markings. If the sender packs a mail item in reused packaging material, packaging material that was previously used to wrap a mail item containing hazardous goods bearing the mark for goods subject to ADR (label, UN number, etc.) on its outer surface may not be used to wrap a mail item containing non-hazardous goods.
- 4) Articles which are not usually wrapped in commercial practice (e.g. tyres, plastic barrels, metal/plastic cans, plastic containers, closed suitcases, handbags, travelling bags) or not wrapped based on a written contract with the sender and whose integrity together with the life, health and physical well-being of natural persons, and the integrity of other objects, mail



items and postal equipment can be insured without separate packaging do not need to be packed. Several objects may not be tied together without being wrapped except when fulfilling the provisions of <u>APPENDIX 1</u> with regard to dangerous goods transportable on certain conditions and their conditions for posting.

- 5) The packaging must ensure that the contents cannot be accessed without causing obvious damage to the cover.
- 6) The envelope or cover used for a postal parcel intended to be dispatched with the insured additional service may not be transparent even in part except for mail items which contain a single piece and mail items which have separate, individually wrapped contents within the packaging as well as mail items which contain several objects wrapped together whose individual items may be transported separately without wrapping in accordance with the provisions of <u>APPENDIX 1</u> published on Magyar Posta's website on dangerous goods transportable on certain conditions and their conditions for posting.

7) -2

8) Special rules for packaging certain mail items which are not described under this point are given in the separate <u>PRODUCT SHEETS</u> for each product or service as well as in the document <u>INSTRUCTIONS ON CORRECT ADDRESSING AND PREPARATION OF MAIL ITEMS FOR DISPATCH</u> published on Magyar Posta's website.

## 3.4. Sealing items

1) It is the sender's responsibility to ensure that items are sealed as required by these GTC and the posting conditions given in <u>APPENDIX 1</u> published on Magyar Posta's website and comply with the contents of the document <u>INSTRUCTIONS ON CORRECT ADDRESSING AND PREPARATION OF MAIL ITEMS FOR DISPATCH</u> published on Magyar Posta's website. The sealing must ensure that the contents of a mail item cannot be accessed without causing obvious damage to it.

2) -3

3) -4

- 3.4.1. Special rules for sealing postal parcels intended to be posted with the insured additional service in domestic and international mail
- 1) The provisions of paragraph 1) of point 3.4 must be applied when sealing postal parcels with a value up to a threshold of HUF 100,000 intended to be posted with the insured additional service.
- 2) For postal parcels with a value exceeding HUF 100,000 intended to be posted with the insured additional service, the sender must
  - a) adhere, if an envelope is used, a light-coloured label which is affixed by its entire surface to the sealed flaps of the envelope in addition to the existing sealing;
  - b) adhere the joining edges of the wrapping material of postal parcels sent in packaging other than an envelope and intended to be posted with the insured additional service

<sup>&</sup>lt;sup>2</sup> Repealed on 1 January 2022.

<sup>&</sup>lt;sup>3</sup> Repealed on 22 November 2016.

<sup>&</sup>lt;sup>4</sup> Repealed on 22 November 2016.



with the label described in sub-point a) or tie them with a single piece of knot-free tape and affix the ends of the tape with a label to the cover (the tape must be looped over itself where it meets to ensure that it cannot be removed from the cover of the mail item without cutting the tape);

- c) ensure that the fully adhered label described in sub-point a) is signed by the sender or that an individual stamp impression is applied in a way that part of the impression is applied to the label and the other part on the cover;
- d) ensure that the labels described in sub-point a) are affixed so that they do not overlap and do not touch.
- 2/A) Instead of applying the special rules for sealing (point 2)), to seal a mail item Magyar Posta also accepts the sender's own sealing tape that ensures individual identification or a plastic seal ensuring individual identification which is fixed in a way that the tape or seal may only be removed causing obvious damage to the cover or the sealing.
- 3) An adhered address label may be used provided it is affixed to the cover by its entire surface and cannot be removed without obvious damage to the packaging (cover). A sewn address label may not be used on a postal parcel with a value in excess of HUF 100,000 intended to be posted with the insured additional service.

4) -5

## 3.5. Addressing items

- 1) Items must be addressed in clear, accurate, legible writing. Unless the GTC provide otherwise, the address must contain the name of the addressee as well as the address details given in sub-points b) to d) of paragraph 7). Magyar Posta will not accept items for postal handling with an address that has been changed by crossing out, rewriting or any other means, or which contain traces of previous postal handling. The name of the addressee must appear in its full form on the item or, unless the GTC provide otherwise, on the list of addresses attached to the mail items. More than one name may feature as the addressee.
- 2) The address must be typed, printed or handwritten in ink or ballpoint pen in Roman script and Arabic numerals on the cover or on an address label permanently affixed to the mail item, and on the accompanying document and list of addresses attached to the mail items ensuring that the text will remain easily legible throughout performing the postal service. The address label produced must contain the postal parcel's address, thus it is not compulsory to mark the address on the cover of the mail item. Unless the addressee gives other instructions, Magyar Posta will perform the postal service contract in accordance with the information provided on the address label. Permanently affixed address labels, in particular for mail items without wrapping, may be hanging, adhered or sewn. The address label must be affixed to the mail item or adhered smoothly to the cover by its entire surface to ensure that it cannot detach during postal handling.
- 3) The smallest dimensions of the side of postal parcels bearing the address and of hanging address labels:  $120 \times 175$  mm.

<sup>&</sup>lt;sup>5</sup> Repealed on 1 January 2022.



- 4) On the front of letter-mail items, official documents, and mail items containing literature for the blind, a  $70 \times 100$  mm blank rectangular space must be left for the details of the addressee and sender, and for postal notes for any potential additional and supplementary service(s), ensuring that the address of the sender and the addressee are clearly legible and separated.
- 5) The front of the mail item and in particular the space used for the postage paid marking (the right top corner of the mail item) may not contain a mark, label, imprint, drawing, etc. resembling a postage stamp in its material or shape.
- 6) On window envelopes the address must be marked on the content placed inside the envelope in a manner ensuring that the address is fully visible and legible through the transparent film when the mail item is sealed. It is important that the inner content must not be able to move to an extent which results in the address label becoming partly or fully hidden. Mail items may not be posted in an envelope with an open window (without the transparent film).
- 7) Unless the GTC provide otherwise, Magyar Posta regards the addressing of a mail item to be correct if it contains the following data in the order below in Roman script and Arabic numerals (if necessary Roman numerals):
  - a) name of the addressee(s);
  - b) the destination of the item (name of town);
  - c) further address details (name of street, road, square, etc. and house number) including, if applicable, details such as staircase, floor, door and flat number, (the street name and house number as well as further precise address details together are hereinafter referred to as the address);
  - d) the postcode for the address.
- 7/A) As regards a legal person or other organisation (hereinafter together "organisation"), the provisions of the separate PRODUCT SHEET may lay down individual or exclusionary conditions for addressing or posting a mail item in question.

If an organisation subject to bankruptcy proceedings or whose affairs are being wound up or administered by a court is featured as the addressee(s), the abbreviation "cs. a." or "f. a." must be added to the company's full or short name for companies that are subject to bankruptcy proceedings or being wound up respectively, and the abbreviation "v. a." for companies that are being administered.

- 7/B) Magyar Posta takes the address necessary for the performance of the postal service into account based on the expectations described in paragraphs 7) and 7/A). Unless the GTC provide otherwise, if the sender does not provide these details in full or different pieces of information given in the address contradict each other, Magyar Posta will regard the mail item as undeliverable in accordance with paragraph 1) of point 6.13 without investigating or correcting the address.
- 8) If the addressee is a post office box holder, the destination town, the postcode of the postal service outlet providing the PO box and the number of the PO box must be given and, if a postal parcel is addressed to a parcel storage address, the postcode of the postal service outlet providing the parcel storage and the number of the parcel storage address must be given. On



mail items addressed to a PO box or a parcel storage address, a motto or a made-up name may be used instead of the name of the addressee based on a written contract made with the addressee.

- 9) The address details of a permanent postal service outlet with the exception of mail items with contents specifically related to the economic or other activity of the given service outlet can only be given in the address of mail items that are addressed "Poste restante". Such address details, similarly to the address details of Parcel Terminals and Postal Points, may not be given as the address of the sender for return delivery. In the address of "Poste Restante" items, in addition to the name of the addressee and the inscription "Poste Restante", the name and postcode of the postal service outlet where the item is to be collected must be given, and the address label of postal parcels unless otherwise provided for in a written contract must bear the addressee's domestic mobile phone number suitable for receiving text messages or the addressee's e-mail address. Information on the postal service outlets designated for the delivery of "Poste Restante" items is given in column "M" in the document **Post Office List** published on Magyar Posta's website.
- 10) In the address of postal parcels addressed to a Postal Point, in addition to the name of the addressee and the destination town of the item, the name, street name, house number and postcode of the Postal Point where the postal parcel can be collected must be marked, and their address label must also bear the addressee's domestic mobile phone number suitable for receiving text messages or the addressee's e-mail address. Information on Postal Points is given in the document Postal Points published on Magyar Posta's website.
- 11) In the address of postal parcels addressed to a Parcel Terminal under the provisions of the separate <u>PRODUCT SHEET</u>, in addition to the name of the addressee and the destination town of the postal parcel, the number of the Parcel Terminal and the postcode of the delivery point operating the Parcel Terminal where the item can be collected must be marked, and their address label must also bear the addressee's domestic mobile phone number suitable for receiving text messages and e-mail address. Information on Parcel Terminals is given in the document PARCEL TERMINALS published on Magyar Posta's website.
- 12) On mail items with addressing listed in paragraphs 9) to 11) the name and address of the addressee as the mail item's secondary address must also be made available to Magyar Posta in the course of dispatch or by entering this information in the appropriate section of the online ADDRESS LABEL COMPLETION application if the sender uses this program to produce the item's address label. This is to ensure that Magyar Posta can attempt to deliver the item to the address given as the secondary address in the event that delivery to the primary address is unsuccessful.
- 12/A) In the case of services related to postal parcels sent to an address where according to the provisions of the separate PRODUCT SHEET in respect of the available additional services the services also include getting into contact with the addressee without paying an additional fee, besides the address set out in paragraph 7), Magyar Posta requires that the address label should also contain the addressee's phone number, or if it is necessary for providing the additional or supplementary service used the addressee's domestic mobile phone number suitable for receiving text messages and e-mail address.



- 13) In the address of mail items addressed to places in an inhabited area outside urban areas and items to be delivered through a rural drop point, unless the GTC provide otherwise, in addition to the name of the addressee, the town, the postcode, the number of the rural drop point and, if known by the sender, the number of the letterbox must also be given. If the sender also marked the exact street name, Magyar Posta will use the address specifying the rural drop point in the course of delivery.
- 14) For the universal postal service, except when the sender at the time of the dispatch of non-registered domestic mail sent within the universal postal service confirms in a separate written declaration, indicating the actual piece of legislation precisely, that the items contain information classified as being of public interest which is not directly related to any economic activity and is sent based on the statutory authorisation, and for mail items to be delivered in person, the addressee must be indicated in every case.
- 15) If the address of a mail item intended to be posted under the universal postal service contains a land registry reference number instead of the street name and house number, Magyar Posta will not accept liability for the non-performance or non-contractual performance of the postal service contract entered into for the particular mail item (especially if the delivery of the mail item or its delivery attempt does not take place at the address marked on the mail item).
- 16) On letter-mail items, official documents, and mail items containing literature for the blind, the name of the destination town must, if possible, be indicated on the lower part of the right-hand side of the address in the manner given by the Hungarian place name gazetteer (Helységnévtár), in compliance with the official form without any suffixes.
- 17) On mail items sent within Hungary by domestic mail the postcode must be indicated in a separate line in the address.
- 18) If a foreign organisation or natural person without a place of permanent or temporary residence in Hungary has a delivery agent, the name (company name) and residence (registered office) of the delivery agent must be marked as the address on the documents to be delivered to the foreign organisation or person.
- 19) If a mail item is returned to the sender, the return address to be used by Magyar Posta may only be an address in Hungary. Magyar Posta will disregard return addresses given ignoring this contractual term and will handle the mail item in accordance with PARAGRAPH 7) OF POINT 4.3.4. The sender must indicate its own address (name of sender, address in Hungary of sender, or, pursuant to paragraphs 22) and 23) below, of the principal, and the postcode for the address)
- a) in the top left corner of the front of letter-mail items, official documents, and mail items containing literature for the blind, and on the mail item, its cover or an accompanying list in the cases listed in sub-points a) to c) of paragraph 19/A);
- b) for postal parcels, on the address label in the cases listed in sub-points b) to c) of paragraph 19/A).
- 19/A) The sender's address details specified in paragraph 19), which Magyar Posta will consider in the event of the potential return delivery of a mail item, need to be given:



- a) on non-registered items if the postage is not paid in cash, by postage stamp or reply coupon (for customers with a written contract);
- b) on registered items and items with free postage except for items containing tenders; and
- c) if the sender is a mail consolidator;
- d) on letter-mail items with dutiable content.
- 19/B) In the case of posting at the Parcel Terminal in order to provide the document in proof of dispatch by electronic means and to ensure the availability of the sender's statement needed for performing the postal service contract senders must also state their e-mail address and telephone number on the address label.
- 20) On items containing tenders instead of the sender's address the word "Pályázat" (Tender), and for postal parcels the address Budapest 1811 must also be indicated.
- 21) If the sender indicates more than one postal address in Hungary on the item as the return address, the address marked in the first place will be considered, and, if one of the addresses is a post office box address, the PO box address will be used for that purpose. For postal parcels the return address in Hungary of the sender may not be a post office box, Postal Point or PARCEL TERMINAL, nor may it be addressed "Poste Restante".
- 22) If a postal service contract is concluded with a mail consolidator, the consolidator and the principal must both be marked as the sender, and the address in Hungary of the consolidator or the principal must also be marked as the return address in every case. Instead of the consolidator's address in Hungary, the principal's address in Hungary may be marked on the item as the address for return delivery if the written contract between the consolidator and Magyar Posta includes this and on this basis the consolidator instructs the principal to receive items. In order to exactly identify the sender and the principal, Magyar Posta expects the item to be marked with the names of the respective parties next to the titles or the clear abbreviation of the titles "Feladó" (Sender) or "Konszolidátor" (Consolidator) and "Megbízó" (Principal).
- 23) If the requirements for identifying the person of the sender and the principal are not fulfilled by marking these titles, Magyar Posta will regard the first person clearly marked in the area containing the sender's address and other notes as the sender.
- 24) The sender is obliged to meet the further detailed requirements regarding the addressing and preparation for dispatch of mail items (especially if the mail items are intended to be posted by a mail consolidator) specified by Magyar Posta, which are published on Magyar Posta's website in the documents
  - a) <u>Instructions on correct addressing and preparation of Mail Items for Dispatch</u>, and
  - b) for dispatch with an electronic posting list, TECHNICAL DOCUMENTATION AND TECHNOLOGICAL GUIDE setting out the requirements relating to the production of electronic posting lists and the preparation of items for dispatch to be included on the lists.
- 25) Information on Magyar Posta's other requirements related to addressing mail items to be sent by domestic and international mail, and specimen addresses for such items are given on the link containing the COLLECTION OF SPECIMENS.



- 3.5.1. Other rules on addressing items intended to be sent by international mail:
- 1) If in the country which is the item's place of destination script or numerals other than Roman script and Arabic numerals are used, the address must also be written in Roman script and Arabic numerals. The name of the destination town and the destination country must be written in capital letters together with the correct postcode. The name of the destination town must be marked in the bottom right of the address if possible.
- 2) On mail items intended to be sent by international mail the address described in PARAGRAPH 7) OF POINT 3.5 must be indicated in accordance with the following:
  - a) the order of the address details given in sub-points b) and c) is different for international mail items: the name of the addressee is followed in the next line by the street name, house number and, if available, other exact address details, followed by the postcode for the address and the name of the destination town in the third line of the address;
  - b) in addition to the above, the name of the country which is the item's place of destination in Hungarian must also be marked. It is advisable to indicate the name of the country in English as well in order to ensure smooth international processing.

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- 4) The postcode must be positioned as part of the address in accordance with the provisions of sub-point a) of paragraph 2).
- 5) If the addressee is a post office box holder, the destination town, postcode of the postal service outlet providing the PO box and the number of the PO box must be given, and if a postal parcel is addressed to a parcel storage address, the postcode of the post office providing the parcel storage and the number of the parcel storage address must be given. On mail items addressed to a PO box or a parcel storage address, a motto or a made-up name may be used instead of the name of the addressee based on a written contract entered into with the addressee.
- 6) In the address of mail items addressed as "Poste Restante", in addition to the name of the addressee, the name and postcode of the postal service outlet where the item is to be collected must be given together with the country which is the item's place of destination, and the inscription "Poste Restante" must also be marked in the address.
- 7) The cover or the envelope may only contain one postal address for the sender as well as the addressee.
- 8) Mail items with a front that is partly or fully divided into several parts for the purpose of writing continuous addresses into them may not be posted.
- 9) Special rules for addressing certain mail items which are not described under this point are given in the separate <u>PRODUCT SHEETS</u> for each product or service.

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<sup>&</sup>lt;sup>6</sup> Repealed on 13 July 2015.

<sup>&</sup>lt;sup>7</sup> The provisions given in this paragraph are contained in paragraph 25) of point 3.5 as of the date of entry into force of the modification (1 January 2021).



## 3.6. Other general rules

- 3.6.1. Documents in proof of dispatch, address labels and accompanying documents
- 1) The printed forms necessary for using postal services related to mail items intended to be posted in accordance with single-piece tariffs will be made available by Magyar Posta free of charge in the quantity corresponding to the mail items being dispatched at the given time. Such forms must be handed over to Magyar Posta fully completed, containing the same addressee's and sender's (return) address details as given on the mail item, (except for data to be completed by Magyar Posta) at the time of posting the item unless the separate PRODUCT SHEET provides otherwise.
- 2) For mail items posted as registered, Magyar Posta provides the sender with a document as proof of posting on paper or in an electronic form in order to acknowledge entering into a postal service contract.
- 3) The document proving posting may be substituted by a code that may be traced by both parties electronically or by an electronically recorded database (hereinafter referred to as the "electronic posting list") as well as a document in proof of posting with individual content. Magyar Posta sets out the requirements relating to the production of electronic posting lists and to the preparation of items for dispatch to be included on the lists, which the sender is obliged to fully meet, in the TECHNOLOGICAL GUIDE and the TECHNICAL DOCUMENTATION.
- 3/A) When customers who do not have a separate written contract post
  - a) priority and non-priority identified letters;
  - b) contractual discount identified direct mail;
  - c) domestic registered letter-mail items;
  - d) registered letter-mail items addressed to an international address;
  - e) non-registered letter-mail items with dutiable content addressed to an international address

with an electronic posting list at postal service points not indicated in column "T" in the document POST OFFICE LIST published on Magyar Posta's website, a paper-based posting list in two copies containing the details of the mail items on the electronic posting list as well as Magyar Posta's confirmation of the receipt of the sent electronic posting list must be made available to Magyar Posta.

- 3/B) When domestic registered letter-mail items as well as international non-registered letter-mail items and international registered letter-mail items intended for dispatch with dutiable content are posted with an electronic posting list, Magyar Posta's confirmation of the receipt of the sent electronic posting list must be made available to Magyar Posta.
- 4) The sender acknowledges that Magyar Posta may place an imprinted advertisement containing information of public interest or information regarding a postal service on the document proving posting or on the mail item or its accompanying document provided this does not influence the legibility of the address of the addressee and sender of the mail item.
- 5) The address label prepared according to the given technical guide or the appropriately completed accompanying document available from the postal service outlet placed in the self-



adhesive plastic pouch used for this purpose must be affixed to the front (on the flat surface of the biggest side) of the items according to the provisions of the separate <u>PRODUCT SHEET</u>.

- 6) Information about the documents in proof of dispatch, address labels and accompanying documents for services and products is given in the separate <u>PRODUCT SHEETS</u>.
- 7) Information on completed specimens of the documents in proof of dispatch, address labels and accompanying documents is available in the COLLECTION OF SPECIMENS.

## 3.6.2. Technical specifications

- 1) Senders with a written contract with Magyar Posta concluded for this purpose may produce the documents in proof of dispatch, the address labels and accompanying documents, barcode identifier and other postal labels required for posting mail items themselves, or have them produced based on the technical guide made available by Magyar Posta (but they must be approved by Magyar Posta before use). Unless a relevant written agreement provides otherwise, the production of the address label or barcode identifier based on the technical guide or the software provided by Magyar Posta is the task of the sender.
- 2) Information about the technical specifications for services and products (documents in proof of dispatch, address labels and accompanying documents, barcode identifier, label) is given in the separate <u>PRODUCT SHEETS</u>.
- 3.6.3. Other information on posting items sent by international mail:
- 1) Import bans (restrictions) related to the contents of mail items may be in force in the destination country and in the countries participating in mail handling.
- 2) In relation to items intended to be sent by international mail, information on import bans known to Magyar Posta is available from the RANGE OF ARTICLES EXCLUDED FROM INTERNATIONAL MAIL TRAFFIC OR ARTICLES TRANSPORTABLE ON CERTAIN CONDITIONS published by the Universal Postal Union (UPU) and maintained by the foreign postal operators as well as Magyar Posta's CENTRAL CUSTOMER SERVICE. Magyar Posta assumes no liability for not providing comprehensive information. Attention must be paid to special rules relating to the carriage of hazardous goods by air, which must be taken into account and applied in addition to those for road transport. Furthermore, it must also be noted that airlines may have stricter regulations than those prescribed by the general and special regulations, thus it is advisable to seek advice in every case prior to the transport of such goods.

Prior to posting the items, further information regarding special provisions for specific countries can be obtained from each country's embassy or trade mission in Hungary.

- 3) Further conditions for posting necessary for the customs clearance of mail items intended to be sent by international mail are given in the separate PRODUCT SHEET about the postal customs agent service provided by Magyar Posta.
- 4) Certain countries lay down specific customs regulations regarding import mail items to their country, primarily concerning the duty and tax burdens related to the item's contents and quantity, as well as certain preliminary requirements prior to import. Information regarding these can be obtained from each country's embassy or trade mission in Hungary prior to posting the items.



- 5) In order to accelerate delivery and, if necessary, customs clearance for a mail item intended to be sent abroad by international mail, it is expedient to indicate the addressee's telephone and fax number or e-mail address as well. This information should only be indicated provided the sender of the item has obtained the appropriate legal grounds for this from the addressee.
- 6) Information on the conditions for posting and the delivery of items intended to be sent by international mail is given in the COUNTRY GUIDE.

## 3.7. Interruption of service

- 1) Interruption preventing the use of the universal postal service means a planned or unplanned temporary suspension of the operation of postal establishments during which time the provision of the universal postal service cannot be ensured within the normal course of business but, after the circumstance causing the suspension has ceased, the provision of the universal postal service will resume on conditions at least equivalent to those preceding the suspension.
- 2) Magyar Posta provides information about planned interruptions in the provision of the universal postal services by announcement in the customary manner at the postal establishment in question prior to the planned date of the temporary suspension. Magyar Posta keeps an up-to-date version of the information relating to the daily opening hours of permanent postal outlets in the **POST OFFICE LIST** published on Magyar Posta's website in order to provide information about planned interruptions.
- 3) <sup>8</sup>During unplanned interruptions in the use of the universal postal service which last for more than 3 continuous working days Magyar Posta advises users and the general public about where and when the universal postal service can be accessed through Magyar Posta's CENTRAL CUSTOMER SERVICE and in the **POST OFFICE LIST** published on Magyar Posta's website. In the period of unplanned temporary suspension of service affecting a permanent postal service outlet, provided this is not excluded by the nature of the circumstance causing the interruption, Magyar Posta is obliged to give information in writing about the location and accessibility of the nearest permanent postal service outlet in time, positioned at the entrance of the permanent postal service outlet affected, in a manner that is also visible at the time when the establishment is closed.
- 4) Magyar Posta may refuse to enter into a postal service contract if the conditions required to perform the service are temporarily unavailable due to reasons beyond its control.
- 5) In order to comply with ADR regulations or dependent on the availability of its transport capacity, Magyar Posta may restrict the use of certain postal products or services, additional services and/or supplementary services if the contents of the mail item are deemed dangerous under the provisions of points 1 to 3 of Chapter II of the document <u>APPENDIX</u> 1 published on Magyar Posta's website.

#### 3.8. Contents and conclusion of a written contract

1) If a written contract is concluded for the use of a service offered by Magyar Posta (including additional and supplementary services), with regard to its provisions the provisions of the

<sup>&</sup>lt;sup>8</sup> Unless stated to the contrary by Magyar Posta, the date of entry into force of the change in this paragraph is 15 September 2023.



Civil Code must be applied unless otherwise provided by an agreement between the parties, these GTC or the <u>PRODUCT SHEET</u>. In the written contract Magyar Posta may undertake the fulfilment of additional and supplementary services which are not contained in these GTC or in the separate <u>PRODUCT SHEET</u>.

- 2) A condition of concluding a written contract is for the party contracting with Magyar Posta to provide proper proof of identify and of entitlement to conclude contracts. Magyar Posta regards the other party as properly identified if the identity of the other party is proved in accordance with PARAGRAPH 6) OF POINT 6.10 and, in the event that the other party is acting on behalf of another natural person or an organisation, his or her power of representation is supported by an authorisation in the case of a natural person and the documents listed in paragraphs 1), 3) and 5) of POINT 6.10 in the case of an organisation.
- 3) In interpreting these GTC, Magyar Posta will hereafter also regard contracts which are concluded online by completing an electronic order after preliminary registration on the website <a href="https://www.posta.hu">www.posta.hu</a> (MY Post page) as a written contract.
- 3.9. Other conditions related to the receptacles used to ship mail items to their place of use
- 1) Magyar Posta will act as follows with regard to the receptacle that is used by the sender to ship the mail items to the acceptance points indicated in sub-points a) and b) of PARAGRAPH 2) OF POINT 4.3.1 of these GTC which is not classified as packaging for the mail pursuant to point 3.3:
  - a) provide instead of an EUR standard pallet a suitable exchange pallet for the EUR standard pallet used by the sender whenever possible after the receipt of the mail for dispatch or at a later time,
  - b) only return non-EUR standard ("one-way") pallets whenever possible after the receipt of the mail for dispatch or at a later time if the sender arranges for its removal as agreed on the spot.
- 2) The pallet is compliant with the EUR standard referred to in paragraph 1) if
  - a) its area is 80 x 120 cm;
- b) the height of the feet is 7.8 cm, and the overall height including the connecting elements is 14.4 cm;
- c) on both long sides of the pallet and on the corner block on the right side the European standard pallet mark (the letters EUR in an oval frame) is clearly visible;
- d) on both long sides of the pallet and on the corner block on the left side the mark of the approving agency (PK, DB, MÁV) is clearly visible;
- e) a six-digit code which contains the mark of the certifying body and the date of production is clearly visible on the centre block.
- 3) The sender acknowledges that at the time when the mail items are shipped by the sender to the acceptance points indicated in sub-points a) and b) PARAGRAPH 2) OF POINT 4.3.1 of these GTC Magyar Posta will classify the EUR standard pallet used by the sender as new/almost new ("white") or used/repaired ("not white"). Magyar Posta will classify the damage-free state of the visible elements prior to unloading, and then, after the mail items have been



unloaded from the pallet, it will also classify the damage-free state of the elements that were not visible at the time of acceptance. Depending on the result of the latter classification, Magyar Posta may change the previous classification of the EUR standard pallet used by the sender. If the receptacle used by the sender is deemed to be damaged by the latter classification, Magyar Posta will return it to the sender.

- 3.9.1. Conditions of placing mail items onto receptacles
- 1) Individual mail items or more than one mail item simultaneously must be placed on or in the receptacle used for their transport in accordance with the following:
  - a) mail items up to 40 kg each must be prepared for dispatch separately for each individual item in accordance with the conditions of packaging stipulated in point 3.3 and the conditions for posting given in APPENDIX 1 on Magyar Posta's website;
  - b) the maximum weight of the mail items and/or the unit loads should not exceed the load-bearing ability of the receptacle (e.g. pallet, container) and the weight together with the receptacle may be 1,000 kg at most;
  - c) the mail items and/or the unit loads used in preparation for their dispatch (unit box, box, sack) must be placed next to and above each other tightly so that no empty, unexploited space is left, while ensuring that no parts overhang the edge of the receptacle and the height including the receptacle does not exceed 1,600 mm;
  - d) the mail items and/or the unit loads used in preparation for their dispatch (unit box, box, sack) must be affixed to the receptacle to prevent movement and shifting in an appropriate way, e.g. by straps, placement in a frame or covering in shrink wrap; shrink wrap of a thickness of at least 20 microns or more is expected and it must be applied by wrapping in several layers at least the top two rows of the mail items and/or unit loads placed in a number of rows and then affixing the wrap to the corner of the receptacle at the bottom;
  - e) when using a receptacle that is not classified as the packaging of a mail item in accordance with point 3.3 and in the placement of mail items and/or unit loads in accordance with sub-points c) and d), it must be ensured that during carriage with the due care expected of Magyar Posta the life, health or physical well-being of natural persons is not jeopardised and no damage is caused to other objects, postal equipment and other mail items.
- 2) A receptacle that is not classified as the packaging of a mail item in accordance with point 3.3 must be suitable for handling with mechanical equipment or manually.
- 3) If the customer provides Magyar Posta with manual handling equipment to move the handed over receptacle used for the transport of mail items prepared for dispatch in accordance with paragraphs 1) and 2), it is the customer's responsibility to ensure that the handling equipment is in a condition suitable for proper and accident-free use. Inasmuch as the size/weight/number of the receptacle(s) makes the use of mechanical handling necessary in addition to the tail lift at the rear of the lorry provided by Magyar Posta, the mechanical handling equipment and a duly qualified person able to operate the equipment must be provided by the customer handing over the receptacle.



# 4. The postal service contract

## 4.1. The postal service contract – contracting parties

- 1) The contracting parties of the postal service contract are the sender and Magyar Posta, and the subject of the contract is the provision of the postal service.
- 2) The postal service is a service covering the acceptance, collection if necessary, processing, transport and delivery of mail items, or any of these activities, provided in the framework of an economic activity.
- 3) Magyar Posta may involve a postal contractor intermediary (hereinafter referred to as the Post Partner) in the provision of the postal service who will perform this activity in the name, for the benefit and under the liability of Magyar Posta.
- 4) The sender is the person who enters into a postal service contract with Magyar Posta in the sender's own name.

## 4.2. Subject of the postal service contract

- 1) Pursuant to the postal service contract Magyar Posta undertakes to accept from and forward for the sender mail items of the content, packaging, sealing, size, addressing and weight that are weighed together with the necessary labels and accompanying document required for using the service and meet the criteria specified in these GTC and relevant legislation for a fee, and to deliver, or attempt to deliver, such items to the addressee or other authorised recipient at the address indicated by the sender unless otherwise instructed by the addressee within the specified time limit if the sender chose the time-guaranteed service/additional service. Magyar Posta undertakes to conclude the postal service contract based on the conditions indicated in the provisions of the separate PRODUCT SHEETS for the given product or service for the contents that may be placed in the item, and for the mail item's size, weight and other typical characteristics in accordance with the sender's instructions, and accordingly to handle and charge for the mail item in the course of the provision of the service as a letter-mail item, official document or mail item containing literature for the blind, or a postal parcel.
- 2) It is the sender's duty to ensure the general conditions for using the service, and in particular those related to the contents, packaging, sealing and addressing of the items, in accordance with the provisions of point 3 of these GTC prior to concluding the postal service contract.
- 3) Magyar Posta accepts, handles and prices domestic mail items intended for dispatch addressed to a postal address that cannot be delivered to a letterbox due to their dimensions only as registered mail items not classified as a letter-mail item. In defining the dimensions of mail items that cannot be delivered to a letter box Magyar Posta considers the size of the standard letterbox pursuant to MSZ EN 13724:2013 and the dimensions of the mail items that can be delivered to the standard letterbox (maximum size: 324 mm x 229 mm x 24 mm).
- 4) A mail item is an item with a maximum weight of 40 kg including, if applicable, the receptacle and the unit load (unit box, box, sack, pallet, container) which has an address on the item itself, on its packaging or on the attached list of addresses, or any item qualifying as a



mail item under the relevant legislation. For the purposes of these GTC mail items are lettermail items (correspondence), official documents literature for the blind items and postal parcels.

- 5) Registered items are mail items whose
  - a) acceptance is acknowledged by Magyar Posta to the sender in writing or by other means providing proof
  - b) whose delivery to the authorised recipient is acknowledged by Magyar Posta on the document specifically for this purpose or on another technical device for recording the fact of delivery, or using another method enabling the recording of the identifier verifying the entitlement to receive the item in accordance with point 6.4.4.
- 5/A) Of the services offered in these GTC, postal services related to registered mail items are classified as services which subsequently provide proof of posting a mail item.
- 6) Under the universal postal service Magyar Posta ensures the acceptance of mail items listed under point 7) on working days as well as the attempted delivery to the address fulfilling the obligation laid down in points 11.2.1 to 11.2.4 and 11.2.6 to 11.2.7, taking into account the exceptions laid down by law.
- 7) Services related to the following mail items are classified as universal postal services:
  - a) non-registered domestic and international mail items weighing no more than two kilograms other than the items defined in sub-points b) to d);
  - b) postal parcels sent to a domestic or international destination weighing no more than ten kilograms;
  - c) domestic and international mail items containing literature for the blind; and
  - d) official documents.
- 7/A) Irrespective of the weight limit specified in sub-point b) of paragraph 7), Magyar Posta ensures under the universal postal service the delivery of postal parcels arriving in Hungary from abroad which are covered by the Parcel Post Regulations described in sub-point c) of paragraph 3) Chapter 2 and weigh at most 20 kg.
- 8) Under the universal postal service Magyar Posta enables, based on the sender's instructions, the use of the registered additional service for mail items specified under sub-points a) and c) of paragraph 7), the use of the advice of delivery additional service for items specified under sub-points a) to c) of paragraph 7) and the use of the insured additional service for the postal parcel specified under sub-point b).
- 4.2.1. Universal postal services
- 1) Services related to letter-mail items
  - a) Services available with domestic letter-mail items
    - aa) Priority and non-priority letter, postcard, picture postcard
    - ab) Priority and non-priority identified letter (postcard, picture postcard)
    - ac) Domestic reply mail service
    - ad) Contractual discount direct mail (k-dm)
    - ae) Contractual discount identified direct mail (k-dm)



- b) Services available with international letter-mail items
  - ba) Priority and non-priority letter, postcard, picture postcard
  - bb) -9
  - bc) International business reply mail service
  - bd) -10
  - be) "M" sack
- 2) Official document, official document to addressee in person
- 3) Services related to postal parcels
  - a) Services available with postal parcels in domestic mail
    - aa) MPL Postal Parcel
  - b) Services available with postal parcels in international mail
    - ba) Priority and non-priority international postal parcel
- 4) Literature for the blind items
- 4.2.2. Items that can be posted under a postal service substituting the universal postal service
- 1) -11
- 2) Magyar Posta provides and may provide postal services substituting the universal postal service based on conditions other than those specified in these GTC and laid down by written contract with individual tariffs.
- 4.2.3. Items that can be posted under a postal service not substituting the universal postal service
- 1) Domestic services related to letter-mail items
  - a) -12
- 2) Services related to postal parcels
  - a) Services available with domestic postal parcels
    - aa) -13
    - ab) -14
    - ac) -15
    - ad) MPL Business parcel
    - ae) -16
  - b) Services available with international postal parcels
    - ba) International EMS express mail
    - bb) Europa+ parcel
    - bc) MPL Europe Standard parcel
    - bd) -17

<sup>&</sup>lt;sup>9</sup> Repealed on 28 October 2019.

<sup>&</sup>lt;sup>10</sup> Repealed on 1 January 2017.

<sup>&</sup>lt;sup>11</sup> Repealed on 30 March 2020.

<sup>12</sup> Repealed on 1 January 2022.

<sup>&</sup>lt;sup>13</sup> Repealed on 30 March 2020.

<sup>&</sup>lt;sup>14</sup> Repealed on 1 January 2019.

<sup>&</sup>lt;sup>15</sup> Repealed on 22 November 2016.

<sup>&</sup>lt;sup>16</sup> Repealed on 1 January 2019.



- be) International commercial parcel (only by written contract, pursuant to the provisions of the written contract)
- bf) Posta Sped International (only by written contract, pursuant to the provisions of the written contract)

bg) -18

- 4.3. Conclusion, amendment, refusal and termination of the postal service contract
- 4.3.1. Conclusion of the postal service contract
- 1) The postal service contract is concluded between Magyar Posta and the sender upon the acceptance of the mail item at the acceptance point or by undertaking to perform a service.
- 2) Magyar Posta's acceptance points:
  - a) postal service outlets classified as acceptance points that are not at operational units;
  - b) ACCEPTANCE POINTS AT OPERATIONAL UNITS;
  - c) the mobile post service, postboxes, the Parcel Terminal and other devices for the acceptance of mail items ensuring their safety and integrity.
- 2/A) A mail item is deemed to be accepted for postal handling, after the completion of its preparation for dispatch, when
  - a) at computer-equipped postal service outlets marked in column "T" of the Post Office List published on Magyar Posta's website and at Acceptance Points at Operational Units
    - aa) an unregistered, unidentified mail item is placed under the personal, sole and direct supervision of Magyar Posta;
    - ab) the ID number of an identified or registered mail item is recorded in Magyar Posta's IT network;
    - ac) based on a separate written contract, under postage on credit, the electronic document containing all the required data confirming the dispatch of a mail item prepared for posting is produced;
  - b) at non-computer equipped postal service outlets marked in column "T" of the POST OFFICE LIST published on Magyar Posta's website
    - ba) an unregistered, unidentified mail item is placed under the personal, sole and direct supervision of Magyar Posta;
    - bb) Magyar Posta's date stamp is applied to the document proving the posting of a registered, identified mail item;
  - c) Magyar Posta's date stamp is applied to the document proving the posting of a mail item prepared for dispatch at a mobile post or on an unregistered mail item;
  - d) the sender places an unregistered, unidentified mail item in a postbox or a similar piece of equipment for the safe acceptance of mail in an undamaged condition, such as a rural drop point;
  - e) the sender places a postal parcel into the Parcel Terminal and, by closing the door of the locker, transfers the mail item to the sole supervision of Magyar Posta.

<sup>&</sup>lt;sup>17</sup> Repealed on 21 July 2017.

<sup>&</sup>lt;sup>18</sup> Repealed on 1 January 2021.



- 3) The date and time when the sender appears at the acceptance counter in order to hand over a mail item for acceptance and dispatch, and the actual date and time of acceptance on the completion of the preparation of the acceptance activity (i.e. entering into a postal service contract unless this happens at the time of undertaking a service) may differ, especially in periods of heavy traffic (e.g. period of tax returns, last day of posting deadlines). Magyar Posta marks the date of the actual day when the postal service contract is entered into (omitting the time on that date) on the document issued in proof of dispatch and (also) on the mail item if a date stamp is used on it. When the time-guaranteed service/additional service is used, the specific time is marked in addition to the date on the document issued in proof of dispatch.
- 4) If the sender has an interest in posting a mail item by or at a specific time or in having the acceptance of a mail item (i.e. entering into a postal service contract) acknowledged by or at a specific time, the sender must pay attention to the fact that the date and time of appearing at the acceptance counter in order to dispatch a mail item, and the actual date and time of acceptance on the completion of the preparation of the acceptance activity (i.e. entering into a postal service contract unless this happens at the time of undertaking a service) differ, and must bear in mind the differences in the operation of the acceptance points including opening hours, period of availability and possibly longer than average queuing times in extraordinary periods as described above.
- 4.3.2. Amendment of the postal service contract
- 4.3.2.1. Contract amendment initiated by the sender subsequent instructions
- 1) The sender of a mail item may give a subsequent instruction to change the address details of the mail item, and unless the separate PRODUCT SHEET provides otherwise may cancel the registered service or an additional service element offered as part of the basic fee based on the definition of the product/service, or may request, make amendments to or cancel any additional and supplementary service available for a separate fee as well as the priority service, or request the return of the mail item.
- 1/A) Based on the principle of good faith and fair dealing, the contract may be amended by the sender's subsequent instruction insofar as it is compatible for Magyar Posta with the already commenced performance of the original postal service contract. If the sender requests the return of the mail item by giving a subsequent instruction, the provisions of the GTC, point 4.3.4, will prevail.
- 2) Magyar Posta endeavours to fulfil subsequent instructions, but accepts no liability in the event of non-performance due to reasons beyond its control. Subsequent instructions may be given prior to the attempted delivery of the mail item.
- 3) Subsequent instructions, with the exception of a request to return a mail item made at the postal service outlet which accepted the mail item for postal handling, may be given at any postal service outlet in writing by presenting proof of the sender's identity and the original document in proof of dispatch for the mail item (dispatch receipt, paper-based or electronic posting list, dispatch book), or for non-registered letter-mail items and mail items containing literature for the blind by attaching a copy of the mail item's address label which is identical to the original. Magyar Posta will return the original document in proof of dispatch (dispatch receipt, paper-based or electronic posting list, dispatch book) of registered mail items after the



instruction has been registered. The sender may authorise other persons to give subsequent instructions by providing a letter of authorisation for this purpose.

- 4) For subsequent instructions an extra fee covering the costs incurred by changing the postal service contract must be paid.
- 5) If changing the sending address of the mail item results in the forwarding or returning of the mail item to another postal service outlet, the sender must also pay the fee for forwarding or returning the mail item.
- 6) Magyar Posta's publication COUNTRY GUIDE and the Central CUSTOMER SERVICE provide information about the possibility and range of subsequent instructions that can be given for mail items sent abroad as well as the countries providing this service together with information regarding the countries excluded from this service.

#### 4.3.2.2 Contract amendment initiated by Magyar Posta

- 1) In the course of accepting mail items dispatched at postal service outlets qualifying as acceptance points under the contract for services paid on credit, compliance with the dispatching conditions may be fulfilled by Magyar Posta without the sender being present. If Magyar Posta finds a non-conforming mail item (packaging, sealing, addressing) or an inappropriate entry in the relevant document, Magyar Posta will correct them. Magyar Posta also inspects whether the tariff established by the sender is correct and rectifies inappropriate data if the tariff is incorrect
- 2) Doing or completing the preparations for acceptance of a quantity of mail intended to be posted under postage on credit and handed over on a paper-based posting list may be carried over from the day of the handover to the next working day, so the date of entering into the postal service contract (of accepting the mail item) for all the mail items handed over on a paper-based posting list is the date marked by Magyar Posta on the posting document.
- 3) If the inspection performed during the process of completing the activity in preparation for acceptance specified in paragraphs 1) and 2) identifies differences or irregularities that cannot be corrected, the mail items and the paper-based posting list or dispatch book will be returned to the sender in order to have them corrected or rearranged, or a new paper-based or electronic posting list issued.
- 4) Following acceptance, Magyar Posta may check the weight and three dimensional sizes of the mail items dispatched by senders having a separate written contract and the relevant data indicated in the electronic posting list without the sender being present. If in the course of the inspection Magyar Posta finds discrepancy between the real data and the data indicated in the electronic posting list, Magyar Posta may correct them, may assign additional services that may be necessary depending on the nature of the content, and may subsequently invoice the resulting difference in fee.



#### 4.3.3. Refusal to conclude a postal service contract

- 1) Magyar Posta may refuse to enter into a postal service contract if
  - a) the fulfilment of the postal service contract infringes the law or an agreement executed under an international agreement concluded in accordance with the Universal Postal Convention;
  - b) PARAGRAPH 2) OF POINT 3.2 applies;
  - c) PARAGRAPH 8) OF POINT 3.2 applies if the sender does not comply with its obligation to provide evidence;
  - d) the preparation of the mail item for posting (e.g. the fulfilment of the condition described in paragraph 3) of point 3.3 with regard to the reuse of packaging material) or the data required for the performance of the postal service contract given on the documents in proof of dispatch, on the address labels or on the accompanying documents do not comply with the regulations specified in point 3) of these GTC or other regulations laid down in APPENDIX 1 published on Magyar Posta's website or referred to by the separate PRODUCT SHEET.
  - e) in accordance with the provisions of PARAGRAPH 8/A B) of POINT 3.2, the sender fails to make the written statement described in that point.
- 1/A) Concluding a postal service contract, or using any additional and supplementary service or discount simultaneously with concluding a postal service contract infringes the law particularly if there is reasonable suspicion that the user's intention in using the service violates the principle of good faith and fairness, or if concluding a postal service contract is deliberately intended to circumvent a restrictive or exclusive provision laid down by law with regard to obtaining, marketing or forwarding the contents of a mail item.
- 1/B) Concluding a postal service contract infringes the law if a letter-mail item sent to a country outside the European Union's customs border under the scope of the Universal Postal Convention has dutiable contents rather than containing a personal communication (only or in part) but the sender has failed to attach a CN 22 or CN 23 customs declaration form to the mail item.
- 2) If Magyar Posta becomes aware of any of the reasons for refusal specified in point 1) after the conclusion of the postal service contract, Magyar Posta is obliged to refuse to perform (or to continue to perform) the service, and notify the sender thereof providing the reason hindering the performance of the service or the continuation of the performance of the service. Any additional costs incurred by returning the mail item to the sender or by delivering it to another location (including those incurred by official actions) must be borne by the sender.
- 3) Apart from the reasons described in paragraph 1), Magyar Posta may only refuse to enter into a universal postal service contract with respect to mail items conforming with the weight and size limits to be sent under the universal postal service if the provision of the universal postal service is suspended or restricted in accordance with point 3.7 or in accordance with the law.



## 4.3.4. Termination of the postal service contract

- 1) The postal service contract will terminate
  - a) if the termination of a postal service contract for a non-registered mail item is initiated by the sender following its acceptance but prior to the collection of mail;
  - b) if the sender initiates the termination of a postal service contract for a registered mail item provided that the sender's declaration to this end can be fulfilled based on paragraph 2) and
  - ba) Magyar Posta acts in accordance with this or
  - bb) the contents of the declaration are not fulfilled due to reasons attributable to Magyar Posta;
  - c) if Magyar Posta refused to perform the postal service contract after entering into the contract;
  - d) when Magyar Posta has performed the service undertaken in the postal service contract.
- 2) Magyar Posta considers the sender's declaration to terminate a postal service contract possible to fulfil if
  - a) a registered mail item sent to a domestic destination or arriving from abroad to Hungary is still in the phase of preparation for delivery;
  - b) a mail item sent to a foreign country (to be delivered abroad)
    - ba) is still being handled by Magyar Posta;
    - bb) or if it has already been forwarded from Hungary is still in the phase of preparation for delivery by the foreign postal service provider participating with Magyar Posta in fulfilling the service and the foreign service provider's general terms and conditions do not explicitly exclude the possibility of terminating a contract (returning the mail item).
- 3) Magyar Posta will endeavour to fulfil the request contained in the sender's declaration to terminate a postal service contract but accepts no liability in the event of non-performance. In the event that the postal service contract is terminated as described in this paragraph, Magyar Posta will reimburse the fee paid upon posting, reduced by the costs incurred, to the sender.
- 4) If the sender
  - a) terminates the postal service contract after posting a mail item while the mail item is still at the acceptance point, Magyar Posta will reimburse the postage paid;
  - b) terminates the postal service contract after the mail item has been forwarded from the acceptance point to the sorting centre, Magyar Posta will reimburse the difference of the postage paid and the costs incurred in order to perform the postal service contract.
- 4/A) Magyar Posta will perform the service undertaken in the postal service contract
  - a) by delivering the mail item to the authorised recipient, or
  - b) by returning to the sender mail items that cannot be delivered to the authorised recipient, or
  - c) by retaining mail items that cannot be returned to the sender as described in paragraph 7) and following the process thereafter.



- 5) Unless a written contract between Magyar Posta and the sender provides otherwise, Magyar Posta will not deliver a mail item if the sender or the addressee or authorised recipient under the additional "addressee pays" service failed to pay the postage.
- 6) Magyar Posta will return the mail item described in paragraph 5) to the sender. Upon return delivery, Magyar Posta may make the handover of the mail item to the sender conditional on the reimbursement of the costs of the return. Information on this is available from the document "OTHER FEES RELATED TO POSTAL SERVICES" published on Magyar Posta's website. If the sender does not reimburse the costs of the return delivery or the return is not possible for reasons beyond Magyar Posta's control, the mail item will be classified as undeliverable.
- 7) Magyar Posta will retain the undeliverable mail item. With regard to retention Magyar Posta will apply the rules of the Civil Code concerning responsible custody with the following exceptions. Magyar Posta will
  - a) keep mail items for three months from their date of posting and then destroy them, except for the cases specified in sub-points b), c) and d);
  - b) keep postal parcels for three months from their date of posting and then open them;
  - c) open postal parcels with no address on their packaging immediately if it can be reasonably expected that Magyar Posta would find out the name and address of the addressee by so doing because the person claiming to be the addressee makes available to Magyar Posta the confirmation provided by the sender about the contract concluded between the sender and the addressee which also contains the full price paid in relation to the sale of a product;
  - d) open mail items immediately if there is suspicion that the content of a mail item is hazardous or perishable, the retention of which cannot be expected of Magyar Posta for the period specified in sub-points a) and b).
- 8) After opening an item, if the mail item contains goods of commercial value, Magyar Posta will sell the goods, and in other cases will destroy the contents of the mail item.
- 9) Magyar Posta performs the opening, sale and destruction of mail items in a two-member committee and records the events. Magyar Posta appoints the members of the committee from its employees, members, agents or postal contractors. Magyar Posta retains the record of the events for one year from the date of posting.
- 10) Magyar Posta devotes the proceeds from the sale of items described in paragraph 8) to reducing the costs generally incurred by the retention of undeliverable mail items or retains them for this purpose.

# 5. Settling fees for services

#### 5.1. Establishing and settling the fees for services

1) Users of services must pay the fees for the services/additional and supplementary services used as announced in these GTC in the legal tender of Hungary in accordance with the provisions of the separate PRODUCT SHEETS.



- 2) The fees payable for the postal service/additional and supplementary services must be paid upon the conclusion of the postal service contract unless the law or the parties provide otherwise. The conditions for the means of paying the fees for certain services/additional and supplementary services (cash, bank transfer, payment transaction by bank card, and the application of the provisions of the GTC FOR MAGYAR POSTA'S LOYALTY CARD PROGRAMME published on Magyar Posta's website) must be borne in mind. These are described in the provisions of the separate PRODUCT SHEET for the given service/additional and supplementary service.
- 2/A) Magyar Posta provides information in situ at the postal service outlets about the possibility of using bank cards for payment transactions at certain postal service outlets as well as the potential occurrence of temporary reasons excluding the possibility of using a bank card and about the actual workplaces with the appropriate IT background to offer this payment option together with the range of services available there. At postal service outlets marked in column "T" in the document **POST OFFICE LIST** published on Magyar Posta's website as outlets without the appropriate IT background payment transactions using a bank card are classified as cash withdrawal.
- 3) No indication referring to the payment of a fee or to its means of payment may appear on a mail item unless the settlement of the fee for the service or additional/supplementary service took place at the time the postal service contract was entered into or at another time stipulated by law or by the agreement of the parties.
- 4) The service fee is comprised of the basic fee and the fee for any requested additional or supplementary service. Information about the amount of discounts provided by Magyar Posta related to postal services and the conditions is available from the document DISCOUNT SYSTEM FOR POSTAL SERVICES.
- 5) Information on the postage paid marks used by Magyar Posta is given in the document POSTAGE PAID INDICIA published on Magyar Posta's website.
- 5.2. Means of paying for postage
- 5.2.1. Paying for postage using a postage stamp
- 1) Postage stamps are stamps issued by Magyar Posta which can be used to pay for the postage of mail items and are marked with their face value and the country's name "Magyarország" or its foreign language equivalent, e.g. Hungary.
- 2) Magyar Posta accepts postage stamps with a face value in whole Hungarian forint issued in Hungary after 1 August 1946 marked with the inscription "Magyarország" only to settle the fee for postal services for letter-mail items that can be posted under the universal postal service.
- 3) Magyar Posta does not accept the following items to settle the fee for postal services for letter-mail items that can be posted under the universal postal service:
  - a) cut out or separated postage stamps, value indications, value imprints or the black print versions of postage stamps;
  - b) postage stamps or postage paid indicia already used to pay for postage earlier or which are damaged or incomplete;



- c) postage stamps which are adhered on each other, one covering the other;
- d) postage stamps or postage paid indicia which are not clearly visible and postage stamps which cannot be cancelled in accordance with the rules;
- e) postage stamps or other postage paid indicia on which the stamp design or the postage paid indicia have been altered in any way;
- f) postage stamps and other postal articles of value with a face value in fillér and not whole forints;
- g) postage stamps and other postal articles of value issued with the inscription "Magyar Posta".
- 4) If possible, senders should use a single postage stamp of the appropriate value issued in Hungary to pay for postage on letter-mail items and the postage stamp must be adhered with its entire surface in the right top corner of the front of the mail item.
- 4/A) If the sender posts a value-indicated envelope, postcard or picture postcard (with an imprinted stamp) as a mail item, any difference in price arising from the service used, the priority service, or an additional or supplementary service may be paid in cash or by a postage stamp, postage stamp with no value indication, franking machine or a postage paid label substituting the postage stamp ensuring that the value indication is not covered. A value-indicated envelope (with an imprinted stamp) may be used to pay for a service with a fee which is less than the value imprinted on the envelope, but in this case the sender is not entitled to the difference in price.
- 5) Magyar Posta has no objection to the sender adhering a large postage stamp on the postcard, picture postcard or envelope folded onto the back provided the stamp is completely intact.
- 6) If more than one postage stamp is required to pay for postage, the stamps must be placed above the address proceeding from right to left. If there are so many postage stamps that this space is insufficient, the stamps may be adhered to the empty spaces on the front and only if necessary to the back of the mail item. On postcards and picture postcards postage stamps may only be adhered onto the front of the item to pay for postage. Postage stamps adhered to the back of postcards and the picture side of picture postcards will not be considered paying postage.
- 7) Magyar Posta issues and sells postage stamps with a surcharge. On postage stamps with a surcharge either the amount of the postage paid or the service available for letter-mail items posted under the universal postal service is indicated as well as the surcharge separated by a "+" sign. When the period for collecting the surcharge expires, a postage stamp with a surcharge can also be sold without the surcharge. The surcharge serves a public purpose and cannot form part of the postage paid amount. The fee for a postal service for letter-mail items that can be posted under the universal postal service can also be settled with a postage stamp with a surcharge.
- 8) Magyar Posta accepts special postage stamps and a letter-mail item with a First Day Cover to pay for postage within five working days of cancellation including the day of cancellation. If posting occurs later than this, the fee for the service must be paid again.



#### 5.2.1.1. Paying for postage with a postage stamp with no value indication

- 1) Stamps with no value indication (not showing an amount in HUF) may also be used after price changes for no additional charge for posting domestic letter-mail items or, unless otherwise provided in the PRODUCT SHEET, for letter-mail items intended to be posted in international mail. The inscriptions of stamps, services paid for by stamps and other services available with additional postage, as well as the selling price of postage stamps are described in the document <u>Other fees related to Postal Services</u> published on Magyar Posta's website.
- 2) Paying the fee by postage stamp with no value indication:
  - a) By paying additional postage, further domestic and international services, and additional and supplementary services may be used for letter-mail items which have postage stamps with no value indication. The difference in the fees for the mail item, and the fees for the requested priority or additional and supplementary services may be paid by postage stamp, postage stamps with no value indication, cash, postage franking machine and a postage paid indication printed on a label, ensuring that the postage stamp with no value indication (including Your Own Stamps) is not covered;
  - b) in all cases the total postage fees of the postal services appear on the document proving posting of the mail item;
  - c) several types of stamp with no value indication and several stamps of the same type may be used to post a letter-mail item;
  - d) a postage stamp with no value indication may be used to pay for the postage of lettermail items with a postage fee which is lower than the fee for the service that may be used with the stamp with no value indication, but the sender may not claim a refund of the difference in postage;
  - e) the postage of mail items intended to be sent by international mail may be paid for with stamps with no value indication inscribed "Belföld" (Domestic) (including Your Own Stamps) supplementing the fee as necessary. Likewise, the postage fee of an item to be sent by domestic mail may be paid for by European priority and outside Europe priority inscribed stamps with no value indication, but the sender may not claim a refund on the difference in postage.

## 5.2.2. Prepaid envelopes and postcards

- 1) Prepaid envelopes and postcards are postal articles of value with stamp imprints with no value indication (not showing an amount in HUF). The envelope serves to forward letter-mail items to be posted to domestic and unless otherwise provided in a separate PRODUCT SHEET international destinations and may be posted after sealing the entire flap of the envelope, and there is no weight limit within the weight category relating to letters.
- 2) Prepaid envelopes may only be used in the range indicated on the envelopes or separately given in the document <u>POSTAGE PAID INDICIA</u> (domestic or international) published on Magyar Posta's website.
- 3) Further additional and supplementary services for both domestic and international destinations may be used for items posted in prepaid envelopes and for prepaid postcards by paying additional postage, and such items may also be posted as priority if the prepaid



envelope does not contain this service already. In all cases the total postage of the postal services appears on the document which proves the posting of the mail item.

4) Information on the prepaid envelopes and postcards sold by Magyar Posta is given in the document <u>POSTAGE PAID INDICIA</u> published on Magyar Posta's website.

5.2.2/A. -19

- 5.2.3. Paying for postage with a reply coupon
- 1) Magyar Posta exchanges reply coupons issued based on the Universal Postal Convention for postage stamps and accepts them as postage to settle the fee for postal services for letter-mail items that can be posted under the universal postal service.
- 2) The international reply coupon is issued by the Universal Postal Union. Magyar Posta counts the reply coupon in the postage of a mail item sent by domestic or international mail at the value of the postage of a 50 g, non-registered priority letter to "other countries", or, upon request, exchanges the reply coupon for a postage stamp of the same value until the expiry of the validity period marked on the reply coupon.
- 3) Magyar Posta does not accept a reply coupon for paying for postage if it is damaged or incomplete or if the period for acceptance marked on it has expired. Furthermore, Magyar Posta does not accept old-style reply coupons which do not feature an expiry date for paying for postage.
- 4) A description and pictures of the international reply coupons accepted by Magyar Posta are given in the document <u>POSTAGE PAID INDICIA</u> published on Magyar Posta's website.
- 5.2.4. Postage on credit
- 1) The fees for domestic and international mail items, and for the related additional and supplementary services may be settled subsequently by bank transfer (paid on credit).
- 2) Under the contract for services paid on credit postal services may be used at the postal service outlets specified as acceptance points in a written contract concluded with Magyar Posta.
- 3) When using contract for services paid on credit, the sender undertakes to fulfil the following conditions:
  - a) the monthly turnover specified in written contract for services paid on credit must be met. If Magyar Posta establishes in a turnover review that the sender's average monthly net turnover does not reach the amount specified by the written contract, Magyar Posta may discontinue paid on credit with immediate effect, simultaneously notifying the sender, and terminate the written contract;
  - b) the sender's details are indicated on the mail items in accordance with point 3.5;
  - c) mail items must be given a barcode item identifier as well as appropriate postal labels to indicate the use of the priority or additional and supplementary services. Mail items must be addressed in accordance with the provisions of point 3.5 (name of addressee, destination town, street and house number and other details, postcode) and/or

<sup>&</sup>lt;sup>19</sup> Repealed on 1 September 2018.



- supplied with an address label or accompanying document bearing the address and after that the items must be weighed;
- d) the inscription "Díj hitelezve" (Postage paid) (for mail intended to be posted to an international address, "Taxe Percue") must be indicated on the mail item in the manner described for <a href="POSTAGE PAID INDICIA">POSTAGE PAID INDICIA</a> published on Magyar Posta's website;
- e) the items must be priced according to item type and domestic or international destination, and the data must be entered in either a paper-based or an electronic posting list or dispatch book;
- f) when using a paper-based posting list or dispatch book, it must be issued in accordance with postal regulations and in the number of copies specified therein;
- g) when using an electronic posting list,
  - ga) the details of mail items with non-dutiable content to be sent to an international destination must be entered in an electronic posting list that meets the conditions of the TECHNOLOGICAL GUIDE following 1 July 2019;
  - gb) the details of mail items with dutiable content must be entered in an electronic posting list that meets the conditions of the TECHNOLOGICAL GUIDE following 10 September 2020;
- h) apart from the address, the item's ID number, the name of the postal service outlet classified as the acceptance point, the date of posting, and the additional and supplementary service sections must also be completed on the address labels, accompanying documents and on the advice of delivery form;
- i) mail items must be prepared for posting as follows:
  - ia) non-registered items must be grouped according to domestic and international destinations, item type, weight category and number of items;
  - ib) registered items must be grouped according to domestic and international destinations and fee factor, and within this with the ID numbers in ascending order, arranged according to the sections of the paper-based or electronic posting list or dispatch book;
  - ic) priority items must be grouped separately from non-priority items in the same manner as described in the previous two subparagraphs;
- j) international EMS express mail items prepared for posting must be handed to the collector of mail items at the premises specified when ordering the service accompanied by the paper-based or electronic posting list, or dispatch book.
- 4) Magyar Posta undertakes the following under the contract for services paid on credit:
  - a) to make available free of charge the necessary barcode identifiers and postal labels for grouping mail items, equipment necessary for transport as well as printed postal forms for posting in the quantity required in view of the sender's turnover;
  - b) to issue plastic pouches to hold the accompanying document of postal parcels dependent on use prior to posting the item.

5) -20

5/A) -21

<sup>&</sup>lt;sup>20</sup> The provisions of this paragraph are included in paragraphs 1) and 3) of point 4.3.2.2 from the date of entry into force of the amendment (5 October 2020).



- 6) Other conditions for the use of paid on credit are given in the relevant written contract.
- 5.2.5. Payment of postage using a franking machine
- 1) Based on a written contract signed with Magyar Posta and pursuant to the conditions laid down in it, senders who have a franking machine may pay the postage on mail items dispatched using a franking machine, and the value imprint of the franking machine serves to indicate this.

### 5.2.6. "Postage paid in cash" mark

- 1) Magyar Posta uses the imprint, produced by a franking machine, "készpénzzel bérmentesítve" (postage paid in cash) to indicate the payment of the postage of at least 100 letter-mail items simultaneously. Magyar Posta uses the same postage paid mark if on letter-mail items postage stamps of the same value as the paid fee for the service (the required priority or additional and supplementary service) can only be positioned as described in subpoints c) and d) of PARAGRAPH 3) OF POINT 5.2.1.
- 2) Magyar Posta uses the "postage paid in cash" mark on letter-mail items to indicate that the difference in fees has been paid for a mail item posted using a postal article of value which covers part of the fee for the postal service required. Magyar Posta takes into account the price of the postal article of value based on its marked face value in the payment of the fee.
- 5.2.7. Postage paid indication applied by a date stamp
- 1) A postage paid indication used by Magyar Posta applied by postal service outlets which have no possibility to print the postage paid label substituting the postage stamp on mail items posted under a postal service containing value added tax.
- 5.2.8. Postage paid included in the address label
- 1) Postage paid for services relating to postal parcels provided by Magyar Posta is indicated by a date stamp in the case of item acceptance at postal service outlets not having the possibility to print the address label, while in other cases it is indicated by the address label.
- 5.2.9. Receipt printed by the Parcel Terminal
- 1) If the postal service contract is concluded by posting/accepting a postal parcel at a Parcel Terminal, following payment of the service fee through a payment transaction by bank card, the receipt printed by the Parcel Terminal if so instructed by the sender in the course of the posting process will certify the amount and actual act of payment of the posting fee.
- 5.2.10. Postage paid label and imprint
- 1) A postage paid indication (stamp) placed by Magyar Posta on the mail item or the cover of a mail item, used in accordance with the provisions of the document <u>POSTAGE PAID INDICATION</u> published on Magyar Posta's home page, which proves that the service fee has been paid.

<sup>&</sup>lt;sup>21</sup> The provisions of this paragraph are included in paragraph 3) of point 4.3.2.2 from the date of entry into force of the amendment (5 October 2020).



### 5.3. Items with insufficient postage paid

- 1) Unless a written agreement provides otherwise, if letter-mail items to be sent by domestic mail including mail items accepted through a postbox are posted without paying the fee for the service at the same time and with no postage paid indication or with insufficient postage paid, the addressee or other authorised recipient must pay the fee for the service or the part of the postage due plus an extra charge.
- 2) If the addressee or other authorised recipient does not pay the postage due and the extra charge, Magyar Posta will return the mail item to the sender.
- 2/A) For mail items sent to an address abroad, if, during checking the service fee paid at the time of the mail item's acceptance, Magyar Posta finds a difference between the fee for the service used and the amount paid by the sender, Magyar Posta, while performing the postal service contract, is entitled to require the sender to pay the difference in the fee.
- 3) In the case of postal parcels accepted at the Parcel Terminal, if the fee of the services is not paid on acceptance, or if it is paid deficiently, and a difference is detected between the service used and the fee paid during inspection performed by Magyar Posta following forwarding from the acceptance point, Magyar Posta will contact the sender on the telephone number or email address made available by the sender in order to be able to perform the postal service contract.
- 4) If the sender cannot be contacted by the means described in paragraph 3), Magyar Posta shall return the postal parcel accepted at the parcel Terminal to the sender, without attempting delivery to the addressee.
- 5) If on the basis of the postal service contract the charge, extra charge or the difference is not paid either by the addressee or a different authorised recipient, or by the sender, Magyar Posta shall handle the postal item as an item that cannot be returned to the sender.
- 5.4. Exchange of erroneous articles of value
- 1) With the exception of postage stamps, Magyar Posta exchanges for a fee all undamaged and unused postal articles of value sold by Magyar Posta and currently in circulation for another postal article of value bearing the same value at all postal service outlets, but does not repurchase such products.
- 2) Magyar Posta exchanges for a fee sound, undamaged postage stamps sold by Magyar Posta and currently in circulation adhered to an unposted mail item, cover or postal form as well as erroneous or damaged postal items of value with no sign of postal handling on them for another postal article of value or postage stamp of the same value, but does not repurchase such products.



# 6. Delivery of mail items

### 6.1. Basic provisions

- 1) Delivery is the activity performed by Magyar Posta during which a mail item accepted by Magyar Posta to be delivered as a domestic mail item or a mail item arriving in Hungary from abroad leaves Magyar Posta's network and direct control
  - a) by personal delivery to the person entitled to receive the item,
  - b) by placement in a letterbox or
  - c) by placement in any other facility used for the delivery of mail, or
- d) when a parcel addressed to a Parcel Terminal, following its delivery through the proper use of the Parcel Terminal.
- 2) A delivery point is any place or premises designated by Magyar Posta for the purposes of delivering mail items which is accessible to users as well as any facility created by Magyar Posta to enable mail delivery.
- 3) A Postal Point is a room operated by a postal intermediary which is classified as a delivery point and is accessible to users where the delivery of mail items is ensured with the restrictions described herein.
- 4) Magyar Posta regards accepted mail items as the property of the sender until their delivery to the addressee or other authorised recipient until proven otherwise.
- 5) As evidence of the addressee's ownership of the mail item posted in Hungary, Magyar Posta accepts confirmation made available by the addressee to Magyar Posta of a distance contract given to the consumer by an enterprise as the sender based on legislation also containing the full sum paid as the purchase price related to the purchase and sale of the product (e.g. copy of the invoice) provided that no further fee payable by the addressee upon delivery is linked to the mail item.
- 6) During the delivery of a mail item arriving in Hungary from abroad, Magyar Posta will apply the provisions for the delivery of mail items to be delivered at a domestic address unless these GTC or the separate PRODUCT SHEET instruct otherwise.
- 7) In relation to providing a postal service for mail items with contents requiring customs clearance which arrive in Hungary from outside the European Union (EU) customs border, Magyar Posta offers the postal customs agent service described on a separate PRODUCT SHEET.

## 6.2. General rules of delivery

1) Magyar Posta delivers mail items irrespective of their value to the location indicated as the address in an urban area, or to a different location in the cases specified in paragraphs 2) to 2A).



- 2) Instead of the place indicated in the address, Magyar Posta delivers mail items to a location
  - a) which was last given by the sender or the addressee (if the postal service contract contained the possibility for the sender or the addressee to change the address and the user exercised this option);
  - b) which was given by the addressee in a written contract signed with Magyar Posta instructing Magyar Posta to deliver mail items addressed to the addressee to a location other than the address given on the mail item (in particular to a new address under the redirecting service or to a post office box). In order to ensure the performance of these services and safe delivery to the addressee or other authorised recipient, Magyar Posta keeps a register of addresses (name, address, registered office or establishment) for the term of this contract;
  - c) -22
- 2/A) Magyar Posta may deliver non-registered mail items arriving in Hungary from abroad addressed to a postal address which cannot be delivered to a letterbox due to their dimensions (maximum size:  $324 \times 229 \times 24$  mm) at a place other than that marked in the address not attempting delivery at the address at the designated delivery point for the address based on a notification left at the address in accordance with paragraph 12/A) or a notification sent to the addressee's domestic mobile phone number suitable for receiving text messages, or the addressee's e-mail address or other official electronic means of contact made available to Magyar Posta.
- 3) Magyar Posta ensures the delivery of mail items addressed to an inhabited area outside urban areas which can be deposited in a letterbox as well as the delivery of a notification of the arrival of a mail item to be delivered by personal delivery (without attempting delivery) to rural drop points in areas specified in a decision by the National Media and Infocommunications Authority at the request of Magyar Posta.
- 4) Users moving to an inhabited area outside an urban area must advise the nearest postal service outlet of taking up residence at their new address in writing in the manner described in point 6.2.1 to ensure the delivery of mail items addressed to them.
- 5) The method of delivery is specified taking account of the geographical and infrastructural features of the inhabited area outside the urban area based on the National Media and Infocommunications Authority's decision. Magyar Posta informs users concerned about the method of delivery in writing. Until the introduction of a delivery method suitable for the geographical and infrastructural features, Magyar Posta ensures a possibility for users to collect mail items arriving for them at a post office box offered free of charge at the permanent postal service outlet nearest the home address of the user.
- 6) In the absence of the addressee, unless otherwise prescribed by law, Magyar Posta delivers mail items to another authorised recipient. Other authorised recipients are the occasional recipient described in PARAGRAPH 4) OF POINT 6.4.2 and point 6.7, the alternative recipient described in point 6.6, the authorised representative described in point 6.5, and the intermediate deliverer described in point 6.9.

<sup>&</sup>lt;sup>22</sup> Repealed on 1 July 2023.



- 7) Apart from the address specified in point 3 of the GTC and the address marked on the address label on a postal parcel –, Magyar Posta does not consider any other data marked on the mail item in the course of delivery.
- 8) Magyar Posta does not examine whether or not there is another natural person of the same name at the same address who may claim the mail item.
- 9) Unless a different condition is stipulated by the separate PRODUCT SHEET, Magyar Posta regards the natural person or organisation to whom the sender sends the mail item and who or which is indicated in the address of the mail item in accordance with sub-point a) of paragraph 7) of point 3.5 as the addressee.
- 9/1) However, Magyar Posta regards mail items as addressed to an organisation even if in the address next to the organisation's name a natural person's name is marked irrespective of whether or not the nature of the organisation, an organisational unit or a position is marked next to the name of the natural person.
- 9/2) Magyar Posta does not apply the contents of paragraph 9/1) in the event that
  - a) the mail item is addressed "Poste Restante";
  - b) the contents of paragraph 9/A) are applied, or
  - c) when only the name of a natural person features in the address and this person satisfactorily proves specifically in order to ensure that Magyar Posta does not regard the mail item in question as one that is addressed to the organisation that his or her permanent or habitual address is identical to the address of the organisation which should be regarded as the addressee based on paragraph 9/1).
- 9/A) If next to the organisation's name in the address of the mail item containing tax authority documents a natural person's name or another organisation's name is marked with an indication that this natural person or other organisation acts in the capacity of an authorised representative in taxation affairs, Magyar Posta will regard the authorised representative in taxation affairs as the addressee of the mail item and will deliver the mail item to the authorised representative in taxation affairs according to the general rules.
- 9/B) If in the address of the mail item containing tax authority documents next to the address and name of the authorised representative in taxation affairs and an indication of this special capacity as such a representative the name of an organisation is also indicated, Magyar Posta will deliver the mail item to the authorised representative in taxation affairs as the addressee even if the organisation has not granted authority to this authorised representative in taxation affairs.
- 10) If the names of more than one natural person feature in the address, Magyar Posta will deliver the mail item to any of the addressees named.
- 11) Magyar Posta delivers registered mail items not including recorded letter-mail items by personal delivery to the addressee or other authorised recipient specified in these GTC who has proved his or her identity and entitlement to receive the mail item after recording the data necessary for the acknowledgement of the occurrence of delivery on the delivery document or other technical device for recording the fact of delivery as well as on the advice-of-delivery form/delivery confirmation for mail items posted with the advice of delivery



additional service, or, in the case specified in these GTC, using another method enabling the recording of the identifier verifying the entitlement to receive the item.

- 11/A) In order to prove the facts related to the delivery or the delivery attempt of the registered mail item, Magyar Posta will record the place and time of the delivery (attempt) on a technical device for recording the fact of delivery. If the sender of a registered mail item posted with the advice of delivery additional service or of an official document so requires, Magyar Posta can also give information about the date of delivery of the mail item by providing a statement from its IT system.
- 12) If the addressee or other authorised recipient is not at the address at the time of attempting the delivery of a mail item requiring personal delivery, Magyar Posta will perform the postal service contract by delivery at the delivery point (leaving notification of the mail item's arrival at the address or sending a notification to the addressee's domestic mobile phone number suitable for receiving text messages, or the addressee's e-mail address or other official electronic means of contact made available to Magyar Posta) or in cases specified in sub-points a), b), e), f) and g) of PARAGRAPH 1) OF POINT 6.13 by return delivery to the sender.
- 12/A) Magyar Posta leaves notification of the arrival of a mail item duly following the rules of delivering non-registered mail items in the postbox designated for the addressee or, in the absence of a postbox designated for the addressee, at a place used for this purpose near the address or any device Magyar Posta presumes the addressee has provided for the delivery of mail items if the place used for this purpose near the address is covered and not directly exposed to weather conditions (wind, rain, etc.).
- 13) Magyar Posta retains mail items which the addressee has been advised of by leaving a notification at the address or sending a notification to the addressee's domestic mobile phone number suitable for receiving text messages, or the addressee's e-mail address or other official electronic means of contact made available to Magyar Posta for the authorised recipient to collect for the retention (holding) period specified in point 6.8.1 at the designated delivery point and for postal services not substituting the universal postal service will act as laid down by the postal service contract signed with the sender. Magyar Posta returns to the sender any mail item which has not been collected during the retention (holding) period or, if this is not possible, will act as described in paragraphs 7) to 10) of POINT 4.3.4.
- 13/A) If Magyar Posta advises the addressee of the arrival of mail items in a notification sent to the addressee's domestic mobile phone number suitable for receiving text messages, or the addressee's e-mail address or other official electronic means of contact made available to Magyar Posta, the same notification may contain information about the arrival of more than one type of mail item (marking separately at least the individual identification numbers of registered mail items) provided that the day of attempting delivery and the time and place for the collection of the mail items concerned are identical.
- 6.2.1. Notifications and declarations concerning delivery
- 1) Magyar Posta only accepts notifications or declarations concerning the delivery of a mail item or containing information related to the addressee or other authorised recipient, unless its authenticity is questionable, provided at least the following criteria are met:
  - a) the notification is made



- aa) in person and in writing;
- ab) in Hungarian, and
- b) the person notifying Magyar Posta proves the authenticity of the notificationba) with a document, showing and attaching the original or a copy of the document;bb) in the absence of a document declares that the contents of the notification are true on the notification;
- c) and the notification contains the signature of the person making the notification in his or her own hand as well as the identity particulars of the person making the notification as a natural person.
- 2) Magyar Posta only accepts notifications or declarations concerning the start of the use of a stamp bearing the signature of the authorised recipient or an authentic mark described in PARAGRAPH 8) OF POINT 6.10 (hereinafter referred to as authentic mark) accepted when using a paper-based delivery document by Magyar Posta provided the following criteria are met:
  - a) the notification is made
    - aa) in person and in writing;
    - ab) in Hungarian and
  - b) the person notifying Magyar Posta makes a declaration about the starting date of the use of the stamp bearing the signature of the authorised recipient or the authentic mark and
    - ba) the impression of the stamp to be used by the authorised recipient features on the notification form and
    - bb) if the notification concerns the use of the stamp containing the signature of the authorised recipient and the person making the notification is not the same as the authorised recipient, the signature of the authorised recipient must be given in the notification;
  - c) the notification contains the signature of the person making the notification in his or her own hand, or for organisations the signature of the person authorised to sign for the company, as well as the identity particulars of the person making the notification as a natural person.
- 2/A) Magyar Posta does not expect the fulfilment of the requirements of content and form pursuant to subpoints aa) and c) of paragraphs 1) and 2) if the report was submitted on a completed FORM made available through the use of an electronic channel ensuring personal identification following a previously made personal appearance (e.g. through the Central Identification Agent).
- 3) As regards notifications made or cancelled by the head of an organisation and concerning the dissolution, change of name or legal succession of an organisation, Magyar Posta will only accept as proof of the authenticity of the contents of such notifications an official document (decision, certificate of incorporation) in proof of the change in the person of the head of the organisation or the organisation's dissolution, change of name or legal succession, or an individual written report to this end (for organisations which requested central management of authorisations offered by Magyar Posta based on a separate written contact, written by the main representative) with the contents corresponding to the measures necessary for administration to be performed by Magyar Posta's contact person. An identical copy of the



original of the decision on the dissolution, change of name or legal succession of the organisation as well as the notification or cancellation made by the head of the organisation and any changes of data related to this, or of the certificate of incorporation must be made available to Magyar Posta for the purpose of attaching it to the notification. Based on the documents supplied in full and providing proof of the contents of the notification, Magyar Posta will issue a certificate for the head of the organisation in proof of this capacity in accordance with PARAGRAPH 5) OF POINT 6.10. Magyar Posta accepts no liability for failure to make the notification or to initiate the cancellation of the certificate issued to the head of the organisation in proof of this capacity as described in PARAGRAPH 5) OF POINT 6.10 or to return the certificate to Magyar Posta.

- 4) If the authenticity of the notification is dubious in spite of the fulfilment of the criteria described in paragraphs 1) and 3), Magyar Posta is not obliged to act on the notification. In this event the person making the notification will be advised in writing at the address given on the notification.
- 5) Magyar Posta will act with regard to a notification made as a "Notification Related to Delivery" concerning in particular the unknown identity, change of address or decease of an addressee, or the dissolution, change of name or legal succession of an organisation from the second working day at the latest if the notification was made in the postal service outlet or delivery point responsible for delivery to the address and from the fifth working day at the latest if the notification was made in another postal service outlet or delivery point for the period of time specified in the notification but at most until the end of the fifth year from the start of the application of the provisions of the notification for mail items arriving on the first day of applying the contents of the notification and thereafter.
- 6) Magyar Posta will act with regard to a notification made by the head of an organisation as a "Notification by the Head of a Business Company or Other Organisation" or its withdrawal including, pursuant to paragraph 3), the individual written report written by the organisation's main representative, from the working day following the complete handover of all verifying documents for the period of time specified in the notification but at most for five years calculated from the start of the application of the provisions of the notification for mail items arriving on the first day of applying the contents of the notification and thereafter.
- 7) Magyar Posta will consider notifications in accordance with paragraphs 5) and 6) made prior to 1 March 2014 and notifications for an indefinite period of time or for a definite period of more than five years until 31 December 2019.
- 6.3. Conditions and rules of delivery to a letterbox
- 1) Magyar Posta delivers non-registered mail items and recorded letter-mail items, with the exceptions set out in these GTC, to letterboxes installed for this purpose or by deposit at a delivery point.
- 2) The owner of the premises or the addressee is obliged to ensure that there is a letterbox marked with the appropriate address which is lockable and of the appropriate size, and is suitable for letter-mail items to be placed in and stored ensuring the integrity and safety of the items and that it can be directly accessed without threatening the physical well-being of the



person delivering the mail items (with special attention to observing the rules of keeping animals). Furthermore, the letterbox must be positioned

- a) at the entrance to the plot of the address for addresses that cannot be accessed directly from a public place and have an address with a street name and house number only;
- b) in a group at the entrance to the plot of the address, but separately for each specific address (hereinafter referred to as bank of letterboxes) for addresses that cannot be accessed directly from a public place and have a number of addresses within them;
- c) for a residential building, office block, shopping centre and other institutions of a similar nature that can be accessed directly from a public area, in the vicinity of the entrance to the building or outside the building, or, if access to the ground floor is ensured, on the ground floor within the building as a bank of letterboxes;
- d) for an industrial park, production site or other premises with limited pedestrian access, at the entrance as a bank of letterboxes; or
- e) in a manner directly accessible from a public area (for both letterboxes and banks of letterboxes).
- 3) In order to ensure delivery, the letterbox must comply with the following criteria:
  - a) the minimum size of the slot: 30 x 230 mm;
  - b) distance of the central line of the slot from the ground level: between 700 mm and 1,700 mm
  - c) the letterbox must be suitable for depositing mail ensuring the safety and integrity of the items, and preventing unauthorised access to delivered mail items;
  - d) if a bank of letterboxes is used, a separate letterbox must be provided for each individual address at the address, ensuring that every letterbox has the floor and door number or flat number marked on it and the name of the addressee or potential addressees.
- 4) Magyar Posta delivers mail items that can be delivered through the letterbox provided Magyar Posta does not apply the provisions contained in PARAGRAPH 2/A) OF POINT 6.2 of these GTC to the letterbox belonging to the address marked on the mail item. If there is no letterbox complying with the requirements of paragraph 3) for an address and Magyar Posta does not act as described in paragraph 8), a mail item may be delivered to a place used for this purpose near the address for addresses which only have a street name and house number but no individual addresses or to a facility provided by the addressee which Magyar Posta presumes is for the purpose of delivering mail items so long as the place used for this purpose in the vicinity of the address is not directly exposed to the weather (wind and rain, etc.) and is covered.
- 5) Magyar Posta leaves a notification of the arrival of a non-registered mail item or a recorded letter-mail item that could not be delivered in a letterbox due to the design of the letterbox or because the letterbox is unemptied in the letterbox or in a place used for this purpose near the address or in a facility provided by the addressee which Magyar Posta presumes is for the purpose of delivering mail items provided the place used for this purpose in the vicinity of the address is not directly exposed to the weather (wind and rain, etc.) and is covered.
- 6) If there is more than one letterbox with the same name marked in the address of a mail item at the same address with only a street name and house number, and based on the address it is



impossible to decide which letterbox the mail item must be delivered to, Magyar Posta will regard the mail item as undeliverable and will return it to the sender endorsed "cím nem azonosítható" (unidentifiable address) provided the sender has marked its name and address on the mail item. If this is not possible, Magyar Posta will act in accordance with paragraphs 7) to 10) of POINT 4.3.4.

- 7) If there is a post room at the premises or building specified in sub-points b) to d) of paragraph 2) used for this purpose and ensuring the safe storage of mail items, the delivery of mail items that can be delivered to the letterbox can be done by handover to the person employed for this purpose in the post room or by depositing letters into a utensil specifically for this purpose which is not classified as a letterbox.
- 8) If there is no letterbox complying with the requirements specified in this point or no post room at an address with only a street name and house number in an urban area or assigned to a specific address, or its easy and safe access as described in paragraph 2) is not ensured, Magyar Posta may send a notice calling upon the addressee to install a letterbox meeting the requirements of the law by a time-limit of at least thirty days and to ensure safe and easy access to it. At the same time as calling upon the addressee, Magyar Posta will point out that, if a letterbox is not installed, Magyar Posta will not attempt to deliver mail items for delivery to a letterbox.
- 9) If Magyar Posta forwards the notice described in paragraph 8) to the addressee, until the expiry of the time-limit given in the notice,
- a) Magyar Posta will only deliver mail items for delivery to a letterbox to the place used for this purpose near the address for addresses which have a street name and house number only or to a facility provided by the addressee which Magyar Posta presumes is for the purpose of delivering mail items so long as the place used for this purpose in the vicinity of the address is not directly exposed to the weather (wind and rain, etc.) and is covered;
- b) at addresses where in accordance with paragraph 2) the owner of the premises or the addressee must arrange the installation of a bank of letterboxes, Magyar Posta will leave notification of the arrival of mail items that can be delivered to a letterbox at the place used for this purpose near the address or in a utensil provided by the addressee which Magyar Posta presumes is for the purpose of delivering mail items so long as the place used for this purpose in the vicinity of the address is not directly exposed to the weather (wind and rain, etc.) and is covered.
- 10) If Magyar Posta receives no information from the addressee stating that an appropriate letterbox or bank of letterboxes has been installed, and its safe and easy access is ensured by the expiry of the period specified in the notice described in paragraph 8), Magyar Posta will handle mail items that can be delivered to the letterbox as undeliverable and provided the sender marked his or her name and address on the mail item will return them to the sender endorsed "kézbesítés akadályozott" (unable to deliver). If this is not possible, Magyar Posta will act as described in paragraphs 7) to 10) of POINT 4.3.4.



### 6.4. Delivery of mail items to an address

- 6.4.1. General rules of delivering registered mail items to be delivered by personal delivery to an address
- 1) Magyar Posta delivers registered mail items not including recorded letter-mail items to the address indicated by the sender to the persons specified in PARAGRAPH 6) OF POINT 6.2. In the interest of ensuring personal delivery, the addressee is obliged to ensure that the address can be easily identified as well as safe and easy access to the address (e.g. making a key to the staircase or code to enter the building available, and observing the rules of keeping animals).
- 2) Apart from the addressee, the following are classified as authorised recipients: primarily the authorised representative and, in the absence of an authorised representative, for natural persons the alternative recipient, the occasional recipient and the intermediate deliverer. By handing over the mail item to the authorised recipient, Magyar Posta fulfils the postal service contract.
- 3) Authorised recipients other than the addressee are liable for handing over the mail item to the addressee in accordance with the general rules of the Civil Code.

#### 6.4.2. Delivery to an organisation

- 1) Magyar Posta only delivers registered mail items addressed to an organisation not including recorded letter-mail items in person if the organisation provides the contact details of the person authorised to accept registered items addressed to the organisation at the premises used and marked as an address (registered office, establishment, branch office, other administrative unit) ensuring that delivery is not hindered by unduly long waiting (in excess of 15 minutes).
- 2) The head of the organisation and, without power of attorney, the agent authorised to receive service, the process server, the person appointed by professional chambers as a substitute for receiving the mail items of a specific addressee (e.g. the caretaker attorney appointed by the regional bar association), the liquidator, the administrator and, in the case of mail items addressed to condominiums of at most 6 apartments pursuant to Act CXXXIII of 2003 on condominiums (hereinafter referred to as "condominiums"), a co-owner residing at the address marked on the mail item and showing proof of a share of the ownership (e.g. title deed) are classified as representatives. In interpreting these GTC a senior manager, company manager, employee in a managerial position and any other person authorised to make binding agreements for the company are classified as the head.
- 3) With regard to accepting mail items, unless the <u>PRODUCT SHEET</u> provides otherwise, Magyar Posta regards the following persons as representatives of an organisation even without the authorisation described in point 6.5:
  - a) in the course of delivery any employee or member of the organisation who is in the organisation's shop or other premises open to customers;
  - b) if the organisation has a post room, the natural person employed there,
  - c) if the organisation operates a reception, the natural person employed there.
- 4) In the absence of a specific declaration in accordance with point 6.2.1 made by the representative of the organisation to Magyar Posta to this end, Magyar Posta will regard an



employee of the organisation who is not classified as a representative to be authorised to accept mail items as an occasional recipient. If the occasional recipient refuses to accept a registered mail item – not including recorded letter-mail items – in person, Magyar Posta will leave notification of its arrival at the address or send a notification to the addressee's domestic mobile phone number suitable for receiving text messages, or the addressee's e-mail address or other official electronic means of contact made available to Magyar Posta.

#### 6.4.2/A. Delivery to a liquidator or administrator

- 1) Magyar Posta delivers mail items of organisations whose affairs are being wound up or administered
  - a) to the liquidator or administrator at the address, or another person or organisation authorised by them in accordance with point 6.5. paragraph 1), or to a natural person specified on the basis of point 6.4.2. paragraph 3) sub-point b);
  - b) to the liquidator or administrator at the delivery point, or another person or organisation authorised by them in accordance with point 6.5. paragraph 1), based on the notification to this end described in point 6.2.1, paragraph 1), or if the mail item's addressing complies with the provisions of point 3.5, paragraph 7/A).
- 2) Magyar Posta delivers the mail items of organisations whose affairs are being wound up or administered to the liquidator or administrator provided that the liquidator can verify its authority with a final court order and the administrator with a registration order of the court of registration.
- 3) Unless the liquidator or administrator has redirected mail items to the liquidator's or administrator's own address using the redirecting service, Magyar Posta leaves a notification of the arrival of a mail item for organisations whose affairs are being wound up or administered at the address and retains the mail item for the retention (holding) period specified in point 6.8.1 at the designated delivery point for the authorised recipient, and after the expiry of the retention (holding) period the mail item will be returned to the sender.

#### 6.4.2/B. Caretaker attorney appointed by the regional bar association

- 1) Magyar Posta delivers mail items to the caretaker attorney which are addressed to an attorney-at-law, European Community lawyer or a law office not subject to a bankruptcy, liquidation or winding-up procedure for which the caretaker attorney can verify authorisation for receipt with the regional bar association's binding decision confirming the appointment.
- 2) Unless the caretaker attorney has redirected mail items to his or her own address using the redirecting service, Magyar Posta leaves a notification of the arrival of a mail item addressed to an attorney-at-law, European Community lawyer or a law office not subject to a bankruptcy, liquidation or winding-up procedure as described in paragraph 1) at the address marked on the mail item and retains the mail item for the retention (holding) period specified in point 6.8.1 at the designated delivery point for the authorised recipient. After the expiry of the retention (holding) period, the mail item will be returned to the sender.



### 6.4.3. Delivery of mail items addressed "Poste Restante" or to a Postal Point

- 1) For mail items addressed "Poste Restante" or postal parcels addressed according to the provisions of the separate <u>PRODUCT SHEET</u> to a Postal Point, Magyar Posta will act as follows in the course of delivery at the postal service outlet:
  - a) non-registered mail items and recorded letter-mail items will be handed over to persons enquiring without requesting proof of their identity;
  - b) prior to the delivery of registered mail items not including recorded letter-mail items –, Magyar Posta
    - ba) will accept a verbal statement as proof of the existence of the grounds of the entitlement to receive the mail item. If based on the verbal statement the entitlement to receive the mail item remains doubtful, Magyar Posta may request further proof of the existence of the entitlement;
    - bb) will examine the person's identity based on the documents listed in paragraph 6) of point 6.10, and to this end the person with a proven entitlement to receive mail coming to collect the mail item must present his or her document suitable for proving identity and
    - bc) if an authorised recipient other than the addressee wishes to collect the postal parcel, unless the <u>PRODUCT SHEET</u> otherwise provides, this other authorised recipient is obliged to hand over the declaration originating from the addressee in accordance with point 6.2.1 containing the entitlement of the recipient to collect mail items for the delivery point for the address.
- 2) When a registered mail item not including recorded letter-mail items is handed over, Magyar Posta marks the type and alphanumeric code of the document proving identity as well as if not given to the addressee the grounds entitling the recipient to receive the item on the technical device for recording the fact of delivery, and, in the case of postal parcels, on the delivery document. When receiving a registered mail item posted with the advice of delivery additional service as well as an official document, Magyar Posta will mark the legible name of the person authorised to receive the item on the advice-of-delivery form/delivery confirmation separately as well, and indicate the grounds of entitlement authorising the recipient to receive the mail item in the section designated for this purpose. Apart from this, for official documents during delivery to an alternative recipient the entitlement as a relative described in subpoint a) of paragraph 2) of point 6.6 is indicated.
- 2/A) If, in connection with the provisions of paragraphs 1) and 2), the addressee or other authorised recipient proves his or her identity with an official document equipped with a high-security electronic storage element (eID) when receiving a registered mail item not including recorded letter-mail items in person, instead of recording the type and alphanumeric code of the document proving identity, in addition to reading these data from the storage element of the official document using the technical device for recording the fact of delivery, the corresponding CAN code must also be entered by the addressee or other authorised recipient.

2/B) -23

<sup>23</sup> Repealed on 1 June 2022.



- 3) <sup>24</sup>Magyar Posta will not issue a notification about the arrival of an official document; if the authorised recipient does not collect the official document at the permanent postal service outlet within ten working days, Magyar Posta will return the official document to the sender on the next working day it is open, marked as "not collected" on the delivery confirmation.
- 4) Magyar Posta will retain mail items sent by domestic mail addressed "Poste Restante" for ten working days calculated from the day following the date of its arrival at the postal service outlet, while for a mail item arriving from abroad to Hungary the retention time for collection by the authorised recipient is fifteen working days.
- 5) If retaining a postal parcel sent as "poste restante" in domestic mail for collection encounters difficulties at the given address for unforeseen reasons, Magyar Posta will contact the addressee using the direct contact details given by the sender on the address label of the postal parcel to see if the address for collection can be changed in order to ensure that the mail item can be delivered to the authorised recipient at the place agreed with the addressee.
- 6.4.4. Delivery of postal parcels addressed to a Parcel Terminal
- 1) During the receipt of a postal parcel addressed to a PARCEL TERMINAL, the addressee or other authorised recipient can prove their entitlement to receive the item with the identity code Magyar Posta sent by electronic notification (text message) to the addressee's domestic mobile phone number suitable for receiving text messages, and in a message sent to their email address, which must be given during the proper use of the Parcel Terminal prior to receiving the postal parcel.
- 2) Magyar Posta does not check the identity of persons receiving postal parcels addressed to a Parcel Terminal, and does not require the type or alphanumeric code of the document proving the recipient's identity and the grounds for the recipient's entitlement to receive the item to be given. Magyar Posta evidences the receipt of the postal parcel from the Parcel Terminal by recording the identity code that was made available to the recipient, the individual identification details of the received postal parcel and the time and date of the delivery.
- 3) If a problem arises placing a postal parcel addressed to a Parcel Terminal into the terminal or a parcel is not collected from the terminal by the set deadline and Magyar Posta retains (holds) the postal parcel for collection by the authorised recipient at the delivery point communicated to the addressee in an electronic notification (SMS text message) sent to the addressee's text message-enabled domestic mobile phone number and in an email message sent to the addressee's email address, Magyar Posta will apply the provisions for delivering registered mail items described in point 6.4.3 together with any other additional provisions indicated on the separate PRODUCT SHEET when delivering such postal parcels at the delivery point.

<sup>&</sup>lt;sup>24</sup>Unless stated to the contrary by Magyar Posta, the date of entry into force of the change in this paragraph is 15 September 2023.



- 6.5. Delivery to the authorised representative, special rules for authorisation for the receipt of mail items
- 1) The addressee may grant authorisation for another person or organisation to receive mail items. On behalf of an organisation as the addressee except for organisations whose affairs are being wound up or administered the person who is entitled by law to represent the organisation, with the exception of paragraph 3) of point 6.4.2, may grant authorisation for the receipt of a mail item. On behalf of an organisation whose affairs are being wound up or administered, as the addressee, the liquidator or administrator may grant authorisation for the receipt of mail items. The authorisation granted by a person cared for by a health or social institution may be certified by the signature of the head of the institution or his or her agent, and the authorisation granted by a person who is subject to deprivation of liberty, detention or court-ordered supervision may be certified by the signature of the head of the detention facility or his or her agent with the seal of the institution. Magyar Posta accepts authorisations certified in this manner without checking the authority of the certifying person. In such cases the provisions of paragraphs 2) and 8) do not apply.
- 1/A) In authorisations to receive mail items, the grantor and the authorised person as natural persons must be natural persons who have full capacity to act over the age of 14.
- 1/B) An authorisation to receive mail addressed to a natural person who does not have capacity to act due to their age (being under 14) can be granted by the legal representative.
- 2) Authorisation may be granted:
  - a) by a public document,
  - b) in a written document made in the presence of a duly empowered representative of Magyar Posta, or
  - c) in a private document of full probative value pursuant to Section 325 of Act CXXX of 2016 on civil procedure (hereinafter referred to as the Civil Procedure Act);
  - d) through the eAuthorisation business application available from Magyar Posta's website in accordance with the conditions specified for its use in the separate GTC.
- 3) With the exceptions given in paragraphs 3/A) and 13), Magyar Posta accepts authorisation letters with the following minimum content:
  - a) in the case of a natural person the particulars identifying the grantor and the authorised natural person, and in the case of an organisation the name, registered seat and company registration number of the organisation, or the name of the institution ordering registration and the registration number of the organisation (in the case of an organisation without a company registration number or other registration number, an original document proving the existence of the organisation or a copy drawn up as a public document or a simple copy must be handed over to Magyar Posta);
  - b) the address to which the grantor grants authorisation for the receipt of mail items;
  - c) in the case of an authorisation for the receipt of a specific mail item, the identification number of the mail item for which the authorisation is valid;
  - d) the place where and the date on which the authorisation was executed;
  - e) the signature (authorised signature in the case of an organisation) of the grantor in his or her own hand, and



- f) in the case of authorisation granted in a private agreement with full probative value which is not signed in the grantor's own hand
  - fa) the legibly written name and permanent addresses of the witnesses (in the absence of this their habitual address) as well as their signature, or
  - fb) judicial or notarial certification or an authorisation which is formally countersigned by an attorney at law or chamber legal adviser, or
  - fc) in the case of a correctly prepared image of a document issued or held by a legal entity or a document prepared on any data carrier, a formal certificate issued by the recording, holding or issuing legal entity proving that the image is identical to the original document.
- 3/A) Magyar Posta accepts the eAuthorisation referred to in sub-point d) of paragraph 2) provided the grantor provides in full all the data expected by Magyar Posta as data to be recorded in the course of the use of the eAuthorisation business application and confirmation about its successful recording is received from the eAuthorisation business application.
- 4) Magyar Posta accepts authorisations granted by an organisation which comply with the provisions of paragraph 3) provided the right of representation of the organisation's representative is verified by a document issued not more than one year beforehand proving the authority of the head of the organisation, such as a certificate of incorporation, excerpt from the trade register, order issued by the court of registration or documents described in paragraph 3) of point 6.10, or provided the organisation's representative has authorisation to act on behalf of the organisation with regard to the eAuthorisation referred to in sub-point d) of paragraph 2) based on the separate GTC.
- 4/A) Magyar Posta regards authorisations granted specifically for the acceptance of mail items to be valid as follows:
  - a) authorisations for an indefinite term
    - aa) with a date of validity starting on the working day following handover to Magyar Posta, or
    - ab) with a date of validity starting later at a time specified by the grantor following handover to Magyar Posta,
    - for a period of at most 5 years from the date of issue;
  - b) authorisations for a definite term under 5 years
    - ba) with a date of validity starting on the working day following handover to Magyar Posta, or
    - bb) with a date of validity starting later at a time specified by the grantor following handover to Magyar Posta,
    - until the expiry of their validity
  - c) authorisations issued before 24 July 2017
    - ca) for a definite term with a validity period of over 5 years until the expiry of their validity period but at most until 31 December 2025,
    - cb) for an indefinite term until 31 December 2025;
  - d) the eAuthorisation referred to in sub-point d) of paragraph 2)
    - da) with a date of validity starting on the working day following the day of receiving confirmation about the successful recording of the eAuthorisation



business application for a period of at most 5 years from the date of recording, or

- db) with a date of validity starting later at a time specified by the grantor following the date of recording for a period of at most 5 years from the date of recording, or
- dc) with a date of validity starting on the working day following the activation in person of the pre-recorded authorisation at any postal service point for a period of at most 5 years from the date of activation in person.
- 5) A single authorisation letter may authorise more than one person or organisation, any one of whom is entitled to receive the mail items. In a single authorisation letter the same natural person or organisation may be authorised by more than one person.
- 6) An authorisation may be granted for the receipt of all mail items, one or more specific groups of mail items or, with the exception of the eAuthorisation referred to in sub-point d) of paragraph 2), an individually identified mail item.
- 7) The scope of the authorisation for all mail items specified in paragraph 6) and the scope of the general power of attorney specified in paragraph 13) also covers "Official documents to the addressee in person", and postal parcels posted with the "delivered to the addressee in person" additional service.
- 8) An authorisation may be granted for the receipt of mail items posted with the insurance additional service:
  - a) by a public document;
  - b) in a written document made in the presence of a duly empowered representative of Magyar Posta, or
  - c) in a private document of full probative value pursuant to Section 325 of the Civil Procedure Act which complies with the provisions of paragraph 3) sub-points a) to e) and fb);
  - d) through the eAuthorisation business application available from Magyar Posta's website in accordance with the conditions specified for its use in the separate GTC.
- 9) Magyar Posta only accepts public documents not issued in Hungary, unless otherwise prescribed by international convention, by legalisation or by an Apostille in accordance with the rules of Legislative Decree 11 of 1973 on the promulgation of the Hague Convention of 5 October 1961 abolishing the requirement of diplomatic or consular legalisation for foreign public documents. Inasmuch as the acceptance of foreign public documents in a different form is provided for by international convention, Magyar Posta will examine the existence, scope and content of the international convention in cooperation with the authorised representative. In this context Magyar Posta will request the authorised representative to identify the international convention referred to in order to verify that the personal and material scope of and the limitation in time of the international convention apply to the case, as well as to state the range of documents the international convention prescribes the acceptance of a different form of document for.
- 9/A) Magyar Posta accepts authorisations issued in a language other than Hungarian for the acceptance of a mail item in accordance with sub-points b) and c) of paragraph 8) provided



they were issued using the unchanged sections of the form given on Magyar Posta's website under **FORMS** fully and appropriately, and in accordance with the guide for completion given on the back of the form and with the contents of paragraphs 1) to 4) – without separate certification and translation. Non-Hungarian authorisations drawn up differently from the above in accordance with sub-points b) and c) of paragraph 8) will only be accepted by Magyar Posta if a certified Hungarian translation is attached to them.

- 10) The authorised representative is entitled to receive mail items at the place indicated in the address and at the delivery point designated by Magyar Posta for the address.
- 11) Magyar Posta will continue to accept authorisations which do not contain the name and number of the official document proving the personal identity of the grantor and the authorised representative within the period of validity of the authorisation in respect of the range of mail items specified in the authorisation provided the authorised representative produces upon receipt of the mail item an official document proving his or her personal identity which, in addition to the name of the authorised representative, bears at least one particular that identifies the person such as place and date of birth or mother's name and also appears in the authorisation or certificate issued about the authorisation. If the authorisation letter valid at the time these GTC enter into force also empowers the person authorised to receive mail items posted with the "Delivery to addressee in person" supplementary service or "Delivery to addressee only" letters, Magyar Posta will also deliver "official documents for delivery to the addressee in person" addressed to a natural person based on the authorisation letter.
- 12) If any of the particulars listed in paragraph 3) change, mail items may only be received based on an authorisation containing the new, updated information. Magyar Posta takes account of the amendment to authorisations from the receipt by Magyar Posta of the authorisation containing the new updated information and, in the event of the withdrawal of the authorisation, from the receipt of the written notification by the grantor as follows:
- a) in the absence of a separate starting date indicated, from the working day following the receipt of the notification of the amendment or the withdrawal,
- b) when a separate starting date is indicated in the notification which is at the earliest the working day following the receipt of the notification of the amendment or the withdrawal, from that day.
- 12/A) Changing any of the recorded data of an authorisation given through the use of the eAuthorisation business application referred to in sub-point d) of paragraph 2) is only possible through the eAuthorisation application. Magyar Posta takes into account the authorisation with the new updated data, including changing the original validity date of the authorisation to an earlier date (e.g. withdrawal of the authorisation), from the working day following the day of the receipt of the confirmation of the successful recording of the change by the eAuthorisation business application.
- 13) A general power of attorney which is not specifically for the receipt of mail items or for a specific range of matters will only be accepted for the receipt of mail items if the authorisation has been granted as a private document of full probative value or as a public document. If the requirements of form for this are met, Magyar Posta will accept the general power of attorney



for the receipt of mail items even when the requirements of content described in paragraph 3) are not completely fulfilled. Such a general power of attorney will be regarded by Magyar Posta as full authorisation for the receipt of all mail items within its period of validity but for 5 years following its date of issue at most.

- 14) If the grantor is unable to write, has no knowledge of Roman script or is prevented from writing for any other reason, two adult witnesses may sign the authorisation letter in lieu of and on behalf of the grantor indicating in legible writing their name and permanent address, or in the absence of that their habitual address, and their capacity therein. The authorised representative may not witness the authorisation empowering him or her. If the grantor is unable to read or does not speak Hungarian, the authorisation will only be valid if one of the witnesses or the certifying person makes a written note on the authorisation declaring that he or she has explained the contents of the authorisation to the grantor.
- 15) Except in the case of general power of attorney, Magyar Posta makes the delivery of mail items dependent on the permanent handover of the authorisation letter to Magyar Posta and, except for authorisations for a single event, issues a certificate of authorisation to the authorised person which the authorised person may use to verify his or her entitlement to receive mail items from Magyar Posta. In the case of general power of attorney, Magyar Posta makes the delivery of mail items dependent on the authorised representative granting consent to a copy of the power of attorney being made or granting authority in writing to having the data contained in the power of attorney recorded and handled.
- 16) The grantor or in the case of the demise of the grantor or the termination without a legal successor of the grantor or the prolonged inability of the grantor to act in such capacity the authorised representative, or in the case of an organisation whose affairs are being wound up or administered the liquidator or administrator is obliged to advise Magyar Posta of the fact of the termination of the authorisation forthwith, with the exception of authorisations for the receipt of an individually identified mail item described in paragraph 6). On ordering liquidation or administration the authorisations for receiving postal items arriving for the organisation whose affairs are being wound up or administered except for authorisations handed over to a natural person determined on the basis of sub-point b) of paragraph 3) of point 6.4.2 shall terminate. Simultaneously with being advised of the above, Magyar Posta will withdraw the certificate of authorisation described in paragraph 15). Magyar Posta bears no liability for damages arising from failure to give such advice or to return the certificate of authorisation described in paragraph 15).
- 17) Beyond the period of validity defined in paragraph 4/A and the original period of validity of general powers of attorney described in paragraph 13) the receipt of mail items may only take place based on a new authorisation containing updated information. (The period of validity of the original authorisation may not be extended.)



- 6.5.1. Delivery to a liquidator or administrator<sup>25</sup>
- 6.5.2. Delivery to an organisation as the authorised representative ("authorised organisation")
- 1) In the case of authorisation letter granted to an organisation, the following authorisations are required in order to receive the mail items of the addressee:
  - a) the authorisation granted to the authorised organisation by the addressee organisation and
  - b) the authorisation letter granted by the authorised organisation's representative to the natural person actually receiving mail items for the organisation.
- 2) The natural person authorised to receive mail items in the authorisation letter in accordance with sub-point b) of paragraph 1) may only receive the mail items addressed to the addressee in the range of mail items specified in both authorisation letters by presenting both the above authorisations or both the certificates issued about the authorisations together.
- 3) In the case of delivery to an organisation as the authorised organisation, the head of the authorised organisation pursuant to paragraph 2) of point 6.4.2 may verify his or her entitlement with the authorisation described in sub-point a) of paragraph 1) when receiving the mail items of the grantor organisation.
- 6.6. Delivery to an alternative recipient
- 1) If neither the natural person addressee nor according to the alternative recipient's statement the authorised representative is present at the address at the time delivery is attempted, Magyar Posta will deliver the mail item to the alternative recipient who is present at the address by personal delivery.
- 2) An alternative recipient is deemed to be
  - a) a relative of the addressee pursuant to the Civil Code (spouse, lineal relative; adoptive, step or foster child; adoptive, step or foster parent; and a brother or sister; as well as the common-law spouse or the spouse of a lineal relative; the lineal relative and brother or sister of the spouse; and the spouse of a brother or sister) who is over 14 years old; and
  - b) the landlord of the property at the address or the person providing accommodation to the addressee provided they are natural persons.
- 3) Magyar Posta does not undertake to deliver mail items to the alternative recipient in person if the mail item to be delivered is:
  - a) a damaged registered mail item;
  - b) a postal parcel posted with the "to addressee in person" additional service;
  - c) -26
  - d) any mail item whose receipt to an alternative recipient has been barred by the addressee.
- 6.7. Delivery to an occasional recipient
- 1) If the addressee, the authorised representative or an alternative recipient is not present at the address at the time of the attempted delivery of a postal parcel sent by domestic mail,

<sup>&</sup>lt;sup>25</sup> Repealed on 1 October 2014.

<sup>&</sup>lt;sup>26</sup> Repealed on 1 July 2023.



Magyar Posta will consider an immediate neighbour of the addressee to be entitled to receive the mail item as an occasional recipient provided that the addressee has expressly instructed so and has specified the occasional recipient, and the occasional recipient also agrees to accept the postal parcel.

- 2) When delivery is made to an immediate neighbour, Magyar Posta leaves a notification advising the addressee of this, also indicating the occasional recipient, who accepted the postal parcel.
- 3) Magyar Posta does not deliver postal parcels which are damaged to an immediate neighbour (occasional recipient).
- 6.8. Delivery of mail items to a place other than the address
- 1) Magyar Posta delivers the following mail items to a delivery point instead of the place indicated in the address:
  - a) mail items to be delivered in person whose delivery was unsuccessful for a reason beyond Magyar Posta's control and whose receipt was not refused at the address;
  - b) mail items which must be delivered to a delivery point in accordance with a written contract entered into by the sender or the addressee and Magyar Posta (e.g. post office box rental, parcel storage);
  - c) mail items described in sub-point c) of paragraph 2) of point 6.2;
  - d) mail items of which Magyar Posta notified the addressee by leaving behind a notification on paper or sending a message to the addressee's domestic mobile phone number suitable for receiving text messages whose number was made available to Magyar Posta, or to the addressee's e-mail address or other official electronic means of contact unless the separate <u>PRODUCT SHEET</u> for the given mail item instructs otherwise.
- 1/A) Instead of the place indicated in the address, under a separate written contract concluded between Magyar Posta and the addressee (e.g. redirecting) or according to the provisions of the separate <u>PRODUCT SHEET</u> (e.g. repeated delivery to a new address), Magyar Posta delivers mail items to an address other than that given in the address or the delivery point assigned to the address.
- 2) At the delivery point described in paragraph 1), the address described in paragraph 1/A or the delivery point assigned to it, the addressee, the authorised representative of the addressee and the alternative recipient resident at or staying at the address, the address for redirecting, or the new address for a repeated delivery may collect mail items.

#### 6.8.1. Retention (holding) periods

1) In the case of delivery to a delivery point, with the exceptions described in paragraph 2), and paragraphs 3) and 4) of point 6.4.3 or according to the provisions of the separate <u>PRODUCT SHEET</u>, Magyar Posta ensures that the collection of mail items is possible for at least ten working days from the working day following the date of the delivery attempt and leaving the notification or electronic notification being sent by Magyar Posta.



- 2) The retention (holding) period at the delivery point designated for delivery is as follows:
  - a) in the case of official documents, according to the provisions of the separate PRODUCT SHEET;
  - b) in the case of MPL Business parcels, according to the provisions of the separate PRODUCT SHEET;
  - c) in the case of all inbound mail items from abroad, fifteen working days.
- 2/A) On the day when the notification is left or the electronic notification is sent by Magyar Posta, the mail item can only be collected if this is explicitly stated in the notification advising the addressee of the arrival of a mail item and left at the address or sent to the addressee's domestic mobile phone number suitable for receiving text messages or to the addressee's email address or to another official electronic means of contact made available to Magyar Posta.
- 3) In the case of mail items requiring customs authority action, when the postal customs agent service is used in accordance with the separate <u>PRODUCT SHEET</u> to carry out import customs clearance (not including goods forwarding), Magyar Posta will retain the mail item at the International Postal Office of Exchange for at most twenty days from the date of the registration of the mail item's arrival in Hungary.
- 6.9. Delivery of mail items by intermediate deliverer
- 1) Magyar Posta delivers mail items and notifications of the arrival of a mail item to the addressee via the organisation operating at the address indicated on the mail item (hereinafter referred to as the intermediate deliverer) if the addressee's place of permanent or temporary residence or workplace is
  - a) the Hungarian Defence Forces, Military and National Security Service, police;
  - b) a prison, detention centre;
  - c) an institution providing health or social care;
  - d) a hotel, student hostel, workers' hostel, holiday home.
- 2) In the case of an office block, shopping centre, industrial park, production site or other similar establishment used by several addressees or not operated by the user, the organisation operating such establishments must act as an intermediate deliverer if Magyar Posta's access to an addressee in the building or in the area of the property is in any way restricted, unsafe, or the means of access to the addressees is not clearly identified.
- 2/A) Magyar Posta considers access to an addressee operating in a building or in the area of a property restricted or unsafe, or the address not to be clearly identified if
  - a) entry to or staying in the office block, shopping centre, industrial park, production site or other similar establishment or free movement in the area, whether by vehicle or on foot, is subject to a separate permit or condition judged to be equivalent to this (e.g. having to use or wear special protective equipment or clothing), or, due to the infrastructural features of the premises (e.g. the lack of an area designated for pedestrian access only) or the operational nature of the premises (e.g. the mass presence of material handling equipment) or security features (e.g. electric fence, guard dogs), the health and physical well-being of the person delivering the mail items is in danger;



- b) due to the large number of addressee organisations operating within the office block, shopping centre, industrial park, production site or other similar establishment, or due to the location of these organisations within the premises in question, reaching these addressees or the letterboxes installed for each addressee requires specific local knowledge, or the natural person authorised to accept mail items on behalf of an organisation is only temporarily available.
- 3) The intermediate deliverer is obliged to set up a post room at or near the entrance to the property or make space available for safe delivery. The intermediate deliverer must ensure the delivery of non-registered mail items and recorded letter-mail items by acceptance from Magyar Posta or by providing a bank of letterboxes or another delivery option for the delivery of mail items, and appoint an authorised person to receive registered mail not including recorded letter-mail items in person, ensuring that delivery is not subject to unreasonably long delays.
- 4) The intermediate deliverer is obliged to accept the mail items except for those described in paragraphs 5) and 6) and is obliged to ensure that the mail items and the notifications of the arrival of a mail item are delivered to the addressee by the end of the working day following the acceptance of the mail items at the latest unless an agreement with the addressee or, for organisations operating establishments pursuant to sub-points a) to c) of paragraph 1), the law provides otherwise. Magyar Posta considers mail items to be delivered upon handover to the intermediate deliverer.
- 5) The intermediate deliverer may refuse to accept mail items for which the addressee has to pay.
- 6) The following may not be delivered to an intermediate deliverer:
  - a) damaged registered mail items to be delivered by personal delivery;
  - b) dutiable mail items;
  - c) -27
  - d) mail items whose delivery to an intermediate deliverer is excluded by law or a written contract or the sender's separate instruction in accordance with the general terms and conditions.
- 7) Magyar Posta will leave notification of the arrival of mail items which are undelivered in accordance with paragraphs 5) and 6) for the addressee with the intermediate deliverer.
- 8) The intermediate deliverer is obliged to handle mail items received for its own organisation and notifications of the arrival of mail items for its own organisation separately from the mail items and notifications of arrival accepted as an intermediate deliverer.
- 9) If the organisation operating the establishments described in paragraphs 1) and 2) does not provide an intermediate deliverer and, in cooperation with this person, does not ensure that the requirements in paragraph 3) are fulfilled, Magyar Posta will return mail items to the addressee endorsed "kézbesítés akadályozott" (unable to deliver) or, instead of returning, may attempt to deliver the mail items. The organisation operating the establishments

<sup>&</sup>lt;sup>27</sup> Repealed on 1 July 2023.



described in paragraphs 1) and 2) is obliged to reimburse the additional costs incurred by the application of this paragraph to Magyar Posta.

- 10) The head of the intermediate deliverer holding the right of representation or an employee vested with this right must issue a document verifying entitlement to receive mail items bearing the name of the person authorised to receive mail items on which the name (company name) of the organisation performing intermediate delivery must appear. Furthermore, a register must be kept of the persons authorised to receive mail items ensuring that the identity of the person receiving the mail items can be established and traced for at least two years after receipt.
- 11) The person authorised by the intermediate deliverer to receive mail items is obliged to verify his or her entitlement to Magyar Posta by showing the document authorising this person by name. In order to enable Magyar Posta to record the required information during delivery, the person authorised to receive mail items must provide on the document verifying delivery or on the technical device recording the fact of delivery the name of the intermediate delivery organisation, its capacity as the intermediate deliverer and the name of the person accepting mail items. Furthermore, the recipient must show Magyar Posta his or her document suitable for verifying identity. When Magyar Posta uses a paper-based delivery document, the name of the intermediate delivery organisation and the person receiving the mail items can also be indicated using a stamp bearing this information.
- 6.10. Proving entitlement to receive mail items and personal identity
- 1) In the case of an organisation as the addressee Magyar Posta accepts as proof of the head of the organisation's entitlement to receive mail items
  - a) a certificate of incorporation, excerpt from the trade register or order issued by the court of registration which is not more than one year old or a copy of any of these documents drawn up as a public document or a simple copy.
  - b) Magyar Posta only accepts a certificate of incorporation downloaded from the internet provided the source of the download is named and the date of the download is stated, and based on the downloaded document the document's validity can be established with regard to the head of the organisation's entitlement to receive the item, i.e. that the document is not more than one year old.

A simple copy of the documents listed in sub-point a) and a printed version of the downloaded certificate of incorporation described in sub-point b) must be given to Magyar Posta in order to ensure that the information made available can be traced and subsequently proven.

- 2) Magyar Posta only inspects the validity and expiry of the documents described in paragraph 1) with regard to checking dates older than a year and accepts the document issued most recently in the event of several documents being presented simultaneously.
- 3) In addition to the documents listed in paragraph 1), Magyar Posta also accepts the following documents as proof of the head of the organisation's entitlement to receive mail items:
  - a) instrument of incorporation (articles of association, deed of foundation or statutes), or
  - b) specimen signature, or



- c) signature countersigned by an attorney at law participating in the company registration (amendment of information in the register) procedure, or
  - d) employment contract, or
  - e) agency contract, or
- f) an official document proving the entitlement as the head of the organisation issued by the organisation, or
- g) any document that is suitable for proving managerial status under or derived from a provision of the law.
- 4) If the head of the organisation wishes to prove his/her entitlement to receive a mail item pursuant to paragraph 3) sub-point g), Magyar Posta may request the head of the organisation to support his/her statement with regard to the entitlement to receive mail items by citing the relevant legal provision. If this is not provided, in the absence of proof of entitlement, the mail item may not be delivered to this natural person in this capacity.
- 5) If the head of the organisation makes a notification as described in point 6.2.1 while presenting the original documents listed in paragraphs 1) and 3) and simultaneously handing over a copy of these documents to Magyar Posta, Magyar Posta will issue a "Certificate of Power of Representation" to the head of the organisation in proof of his/her capacity, which can be used to prove the head of the organisation's entitlement to receive mail items within the period of time indicated in it.
- 6) Recipients with a certified entitlement to receive mail items may prove their identity with the following valid documents:
  - a) Hungarian nationals: permanent identity card (including an e-card), temporary identity card, passport or other travel document, military identity card; defence service, government official and public official identity card; military retirement card, temporary service card, driver's licence issued after 1 January 2001, and other documents with a photograph and an individual number issued by an administrative body or chamber (e.g. student card);
  - b) citizens of the European Economic Area and Swiss nationals: travel document, identity card, residence card or registration certificate;
  - c) third country nationals: travel document, residence permit, immigration permit, permanent residence permit, temporary residence permit, national residence permit or EC residence permit.
- 7) An alternative recipient and, for the purposes of paragraph 9/2 c) of point 6.2 of these GTC, the natural person indicated in the address may prove that their permanent or temporary address is the same as the address of the mail item or the redirecting address, or, in the event of redirecting to a post office box, the same as the address of the PO box holder, with the following valid documents:
  - a) residence card;
  - b) old type of Hungarian identity card;
  - c) utility bill not more than one month old bearing the name of the alternative recipient or the natural person indicated in the address and having the same address as given on the mail item;



- d) humanitarian residence permit provided it includes the permanent or temporary address;
- e) accommodation notification issued by the National Directorate General for Alien Policing, and other residence permit containing the permanent or temporary address.

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- 9) Magyar Posta delivers registered mail items not including recorded letter-mail items to addressees or other authorised recipients who have no knowledge of Roman script in the presence of an adult witness. Magyar Posta checks the identity of the addressee or other authorised recipient and the witness prior to delivery. Based on this, Magyar Posta records the type and alphanumeric code of the documents in proof of identity as well as the capacity of the witness on the delivery document or other technical device recording the fact of delivery.
- 10) Magyar Posta delivers mail items requiring delivery by personal handover addressed to natural persons who do not have legal capacity or who are subject to guardianship excluding legal capacity to their legal representative or guardian. The guardian may prove his or her capacity by showing an original or copy of a final judicial decision or official decision.
- 11) Mail items addressed to natural persons who do not have capacity to act due to their age may be received by their legal representative (parent) as the addressee noting that, in the course of delivering postal parcels posted with the insured additional service for an amount under HUF 200,000, Magyar Posta will, in the absence of a notification made by a legal representative (parent) to the contrary in accordance with point 6.2.1, presume that the legal representatives (parents) jointly exercise the right of custody in a way that they are mutually empowered to arrange the financial affairs of the minor. In the course of delivering postal parcels posted with the insured additional service for an amount over HUF 200,000 addressed to natural persons who do not have capacity to act due to their age, the legal representative (parent) wishing to receive the item must show an authorisation granted by the other legal representative (parent) in accordance with point 6.5.

#### 6.10.1. Delivery to an address

1) Except in the case of intermediate delivery, when delivering to an address, Magyar Posta regards the entitlement to receive mail as proven based on a verbal statement on the grounds of such entitlement except if the authenticity of the verbal statement is doubtful. When delivering mail items addressed to condominiums with not more than 6 apartments, the receiving co-owner must verify that he or she has an ownership share of the condominium given in the address or redirection address of the mail item. If the grounds of the entitlement to receive mail are doubtful based on the verbal statement, Magyar Posta will request further evidence of the existence of the entitlement. The existence of the entitlement to receive mail of intermediate deliverers is verified by the document in their name described in paragraph 10) of point 6.9. In the event that a natural person wishing to collect a mail item cannot show appropriate proof of entitlement to receive the mail item, Magyar Posta

<sup>&</sup>lt;sup>28</sup> The provisions of this paragraph are included in paragraph 1/B) of point 6.11 from the date of entry into force of the modification (1 June 2022).



- a) leaves a notification of the arrival of the mail item in the letterbox or in the absence of a letterbox in a place used for this purpose near the address or a facility provided by the addressee which Magyar Posta presumes is for the purpose of delivering mail items so long as the place used for this purpose in the vicinity of the address is not directly exposed to the weather (wind and rain, etc.) and is covered
- b) or, if such information is available to Magyar Posta, may send a notification to the addressee's domestic mobile phone number suitable for receiving text messages, or the addressee's e-mail address or other official electronic means of contact.
- 2) In the case of the delivery of registered mail items to be delivered in person at a postal address, the authorised recipient with proven entitlement proves his or her identity to Magyar Posta by presenting a document verifying his or her identity. In the case of delivery to an authorised representative, only documents are accepted in proof of identity which, besides the name of the representative, bear at least one particular that establishes identity and is also included in the authorisation letter or certificate issued about the authorisation letter.
- 3) When delivering registered mail items to be delivered in person, Magyar Posta records the type and alphanumeric code of the document proving identity as well as the grounds for receipt when delivered to a person other than the addressee on the delivery document or the technical device for recording the fact of delivery.
- 3/A) If, in connection with the provisions of paragraph 2), the addressee or other authorised recipient proves his or her identity with an official document equipped with a high-security electronic storage element (eID) when receiving a registered mail item not including a recorded letter-mail item –, instead of Magyar Posta recording the type and alphanumeric code of the document proving identity, in addition to reading these data from the storage element of the official document using the technical device for recording the fact of delivery, the corresponding CAN code must also be entered by the addressee or other authorised recipient.

3/B) - 29

- 4) When receiving registered mail items posted with the advice of delivery additional service or official documents, Magyar Posta records the legible name of the person entitled to receive mail separately on the advice-of-delivery form/delivery confirmation as well and indicates the grounds for the entitlement of receipt in the section designated for this purpose. Apart from this, for official documents during delivery to an alternative recipient, the recipient's relationship to the addressee described in sub-point a) of paragraph 2) of point 6.6 is also indicated.
- 5) Organisations which receive their mail items based on a written contract at their premises in a separate receptacle or unit load (unit box, box, sack, pallet, container) must ensure that data proving that delivery has taken place are marked on the delivery document and the advice-of-delivery form/delivery confirmation in accordance with the provisions of the separate PRODUCT SHEET (pick-up and delivery).

<sup>&</sup>lt;sup>29</sup> Repealed on 1 June 2022.



#### 6.10.2. Delivery at a delivery point

- 1) When delivering mail items addressed to an addressee who is a natural person at a delivery point, Magyar Posta accepts the verbal statement of the person coming to collect the mail item with regard to the existence of the grounds of the entitlement to receive the item if the person hands over, on Magyar Posta's request, the notification of the arrival of the mail item, or shows its digital copy or the notification sent by Magyar Posta to the addressee's domestic mobile phone number suitable for receiving text messages, or the addressee's e-mail address or other official electronic means of contact. If the existence of the grounds of the entitlement for receipt is doubtful based on the verbal statement, Magyar Posta will request further evidence of the existence of the grounds. An alternative recipient must also prove that his or her permanent or temporary address is the same as the address or redirecting address of the mail item.
- 2) When delivering registered mail items not including recorded letter-mail items at a delivery point, the recipient with proven entitlement must prove his or her identity by presenting a document for this purpose to Magyar Posta. In the case of delivery to an authorised representative, only documents are accepted in proof of identity which, besides the name of the representative, bear at least one particular that establishes identity and is also included in the authorisation or certificate issued about the authorisation. Magyar Posta marks the type and alphanumeric code of the document proving identity as well as - except in the case of delivery to the addressee - the grounds entitling the recipient to receive the item on the technical device for recording the fact of delivery, and, in the case of postal parcels, on the delivery document. When delivering a registered mail item posted with the advice of delivery additional service or an official document, Magyar Posta records the legible name of the person entitled to receive mail separately on the advice-of-delivery form/delivery confirmation as well and indicates the grounds for the entitlement of receipt in the section designated for this purpose. Apart from this, for official documents during delivery to an alternative recipient, the recipient's relationship to the addressee described in sub-point a) of paragraph 2) of point 6.6 is also indicated.
- 2/A) If, in connection with the provisions of paragraphs 1) and 2), the addressee or other authorised recipient proves his or her identity with an official document equipped with a high-security electronic storage element (eID) when receiving a registered mail item not including a recorded letter-mail item –, instead of Magyar Posta recording the type and alphanumeric code of the document proving identity, in addition to reading these data from the storage element of the official document using the technical device for recording the fact of delivery, the corresponding CAN code must also be entered by the addressee or other authorised recipient.

2/B) -30

3) When delivering at a delivery point, if the person coming to collect the mail item does not hand over at Magyar Posta's request the notification of arrival for the mail item or does not show its digital version or the notification sent by Magyar Posta to the addressee's domestic mobile phone number suitable for receiving text messages, or the addressee's e-mail address

<sup>30</sup> Repealed on 1 June 2022.



or other official electronic means of contact, Magyar Posta only delivers the mail item after checking the person's entitlement to receive mail and identity by an official document and a public document.

### 6.11. Refusal of the acceptance of mail items

- 1) The instruction of the addressee or the authorised representative, also containing the type and alphanumeric code of the document in proof of identity, concerning the non-acceptance of a mail item upon delivery indicated
  - a) on the delivery document in writing and confirmed by the intended recipient's signature or
  - b) by adding a signature to the declaration generated by the technical device for recording the fact of delivery with regard to this fact

is deemed as refusal to accept a mail item. In the case of an organisation, the refusal of a natural person defined in paragraphs 2) and 3) of point 6.4.2 to accept a mail item is classified as refusal to accept mail by the addressee.

1/A) -31

1/B) Magyar Posta considers an authentic mark attesting to the identity of a natural person as described in paragraph 1) entitled to refuse the acceptance of mail made on the delivery document or the technical device for recording the fact of delivery in a manner that cannot be subsequently disputed (using the eSignature function of the eID) as the person's signature in his or her own hand. Another condition of the use of such an authentic mark when receiving mail items addressed to an organisation – when Magyar Posta uses a paper-based delivery document – is that

- a) the provisions of the organisation's records management rules ensure that the user can be identified subsequently;
- b) the organisation submits a notification according to paragraph 2) of point 6.2.1 prior to the start of using such an authentic mark;
- c) the organisation using such an authentic mark undertakes to provide information on its entitlement to receive mail items prevailing at the time of use within three working days at most of receiving Magyar Posta's written request to this end.

The recipient and Magyar Posta must keep the document attesting the authenticity of the mark for three years from the date of its last use. Magyar Posta accepts no liability for damages arising from the improper use of the authentic mark (other than described above) and from deficiencies of providing the conditions of use.

2) In the event of the refusal to accept a mail item, Magyar Posta notes (indicates) this fact as the reason for non-delivery on the mail item and in the case of official documents also on the delivery confirmation, simultaneously recording the type and alphanumeric code of the document verifying the identity of the person refusing acceptance, based on the addressee's or the authorised recipient's written statement on the delivery document or the technical device for recording the fact of delivery, and then returns the mail item to the sender without leaving a notification at the address or sending a notification to the addressee's domestic

<sup>31</sup> Repealed on 1 June 2022.



mobile phone number suitable for receiving text messages, or the addressee's e-mail address or other official electronic means of contact made available to Magyar Posta, or providing a retention (holding) period for collection.

- 3) The circumstances below are not deemed refusal to accept a mail item: if
  - a) the addressee or authorised representative
    - aa) undertakes to settle the fee payable upon the delivery of the mail item only after the delivery attempt within the period of retention (holding) described in point 6.8.1 because of the amount or the means of payment, or
    - ab) chooses not to give his or her signature on the declaration referred to in paragraph
    - 1) or to have the type and alphanumeric code of his or her identity document recorded;
  - b) the authorised recipient other than the addressee and other than the authorised representative does not wish to accept the mail item or chooses not to pay the fee due upon delivery, not to prove his or her entitlement to receive mail or his or her identity, or not to show Magyar Posta the official document containing the details to be indicated during delivery or not to have Magyar Posta record these details.
- 4) In the cases described in paragraph 3), Magyar Posta leaves a notification of the arrival of the mail item at the address for the addressee or, if such information is available to Magyar Posta, may send a notification to the addressee's domestic mobile phone number suitable for receiving text messages, or the addressee's e-mail address or other official electronic means of contact.

#### 6.12. Retrieval and return of mail items

- 1) In order to perform the postal service contract, Magyar Posta is obliged to retrieve any mail item wrongly delivered to an address that does not correspond with the address available to Magyar Posta due to Magyar Posta's own fault together with the mail item's contents even if opened, as well as to refund the fee erroneously collected upon delivery, to seal the mail item and, after marking the fact of misdelivery on the mail item or accompanying document, to ensure its delivery to the correct address.
- 2) If misdelivery is disputed, it is incumbent upon the party alleging delivery to the wrong address to prove this.
- 3) Magyar Posta, with the exceptions set out in the document OTHER FEES RELATED TO POSTAL SERVICES published on Magyar Posta's website, does not charge a special fee for returning a mail item to the sender. When returning mail items that were not delivered to the addressee, Magyar Posta does not take into account the supplementary and additional services used by the sender except for the insured additional service and the "Fragile" additional service/handling and the priority and time-guaranteed service/additional service. As regards registered mail items, however, Magyar Posta returns these to the sender applying provisions as follows:
  - a) when returned at the delivery point, applying the provisions of point 6.4.3 of these GTC, except that, when returning mail items posted with the advice of delivery additional service and official documents, the details necessary for issuing the advice of delivery document or the delivery confirmation are not recorded;



- b) when returned at the postal address:
  - ba) for mail items posted with the advice of delivery additional service and registered letter-mail items, applying the provisions of point 6.3 of these GTC;
  - bb) and for official documents, applying the provisions of point 6.10.1 of these GTC, with the difference that, when returning mail items, the details necessary for issuing the delivery confirmation are not recorded.

In the course of return delivery Magyar Posta applies the provisions of these GTC related to delivery with the exception of the performance of the postal service contract concluded with the consolidator in accordance with the provisions of paragraph 22) of point 3.5.

- 4) Magyar Posta does not retrieve mail items that have been delivered correctly.
- 5) If the sender does not or not fully meet the conditions for the production of the electronic posting lists and for the preparation of the mail items included in the posting lists for posting and this fact only comes to Magyar Posta's knowledge after the postal service contract has been entered into, the item or even all the items in the electronic posting list which are not properly prepared may be returned without attempting their delivery to the return address indicated on the electronic posting list with the reason for non-delivery marked on it in accordance with sub-point f) of paragraph 1) of point 6.13.
- 6.13. Undeliverable mail items and marking the reason for non-delivery
- 1) A mail item is undeliverable to the addressee or other authorised recipient for a reason not attributable to Magyar Posta if
  - a) the addressing or address of the mail item is not correct (e.g. instead of the address only the addressee's telephone number or e-mail address is marked) or the address does not exist and if the address cannot be identified or is not clear (endorsement: unidentifiable address);
  - b) the addressee in the address cannot be identified or, in particular in the case of the declaration in point 6.2.1, is unknown (endorsement: addressee unknown);
  - c) neither the addressee nor any other authorised recipient comes to pick up or collects the retained mail item by the deadline specified on the notification of the arrival of the mail item (endorsement: not collected)
  - d) the reason for non-delivery stated in paragraph 1) of point 6.11 prevails (endorsement: acceptance refused)
  - e) the addressee in accordance with the declaration in point 6.2.1 has moved from the address (endorsement: moved);
  - f) delivery by deposit in the letterbox or handing over in person or leaving a notification is not possible (endorsement: unable to deliver);
  - g) demise of a natural person or dissolution of an organisation in accordance with the declaration in point 6.2.1 (endorsement: reported deceased/dissolved).
- 2) Magyar Posta, with the exception of the cases described in sub-points a), b), d), e), f) and g) of paragraph 1), will, after leaving notification at the address or, if such information is available to Magyar Posta, sending a notification to the addressee's domestic mobile phone number suitable for receiving text messages, or the addressee's e-mail address or other official



electronic means of contact, retain the registered mail items which it is unable to deliver to the address for collection by the addressee at a designated delivery point.

- 3) Magyar Posta indicates the reason for non-delivery specified in paragraph 1) by appropriately endorsing the delivery document or on the technical device for recording the fact of delivery as well as on the mail item or the accompanying document, and returns the mail item to the sender.
- 4) Magyar Posta advises the sender of the reason for non-delivery specified in paragraph 1) on the INFORMATION page in the knowledge of the mail item's ID number or, provided this was included in a written contract concluded with the sender, by e-mail, text message or using other technical device.

# 7. Complaint Handling

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- 1) A complaint is a statement made verbally (in person or over the phone) or in writing (as an entry in the Customers Book available at postal service outlets, or electronically (by email or submitted on a completed FORM made available through the use of an electronic channel ensuring personal identification following a previously made personal appearance, e.g. through the Central Identification Agent) or by post) in which the user alleges that the service provided by Magyar Posta does not meet the provisions laid down by law or in these GTC in part or in whole.
- 1/A) Complaints concerning mail items may be made within a six-month period of limitation calculated from the date of posting, and in the event of an activity objected to within thirty days of learning of it but within six months of the activity taking place at the latest.
- 2) Magyar Posta handles enquiries and reports made by users which do not contain an objection against a service provided by Magyar Posta, i.e. are not deemed to be complaints in accordance with paragraph 1), (e.g. a general enquiry with regard to postal services) and concern exclusively the following:
  - a) the day of the delivery of a mail item, or after an unsuccessful delivery attempt the indication regarding the future of the mail item (retention at a postal service outlet, returning or redirecting the item);
- b) the day of returning a mail item and the reason for returning it as requests for information provided that the information given by Magyar Posta (free of charge) based on an immediate action is acceptable to the user.
- 2/A) A request for information related to a mail item may be submitted to Magyar Posta within a one-year period calculated from the date of posting.
- 3) Complaints and requests for information may be made by users in person while arranging affairs during full opening hours at postal service outlets; for mobile posts while arranging affairs during the period of stay at the designated access point in the given settlement, and reports arising when posting a postal parcel at a Parcel Terminal or delivering a postal parcel addressed to a Parcel Terminal by calling the phone number indicated on the Parcel Terminal.



- 4) Audio recordings are made of requests for information and complaints made over the phone to the Central Customer Service, and users classified as consumers under Act CLV of 1997 on consumer protection (hereinafter referred to as the "Consumer Protection Act") are advised of this as well as Magyar Posta's obligations related to keeping and disclosing audio recordings, and the individual identification number of the audio recording at the start of the call. Magyar Posta keeps the voice recording for five years and, if requested by a user classified as a consumer under the Consumer Protection Act, will within 30 days of learning of the user's request to this end and free of charge
  - a) ensure that the user can listen to the audio recording at an agreed time at the customer service point specified in paragraph 2) of point 1;
  - b) make an electronic copy of the audio recording available to the user at most on one occasion for each audio recording.
- 5) Magyar Posta deals with requests for information immediately, providing the necessary information free of charge. If the request for information was not satisfied in a manner that reassures the user according to the user's feedback given in response to the information provided by Magyar Posta, or the user disagreed with the information received, or the user's report contains an objection against a service provided by Magyar Posta, Magyar Posta will record the report as a complaint and, stating its position regarding the complaint in an official document (using a form), will thereafter handle it as a complaint. If a complaint is made in person, a copy of the document (form) will be handed over to the user on the spot, and for complaints made over the phone, it will be sent to the user together with the reply made to the complaint.
- 5/A) If the user wishes to receive the information provided verbally by Magyar Posta based on the request for information also in writing, Magyar Posta will fulfil this request within the data supply supplementary service in accordance with the separate PRODUCT SHEET.
- 6) The date of entering a complaint in the register is the date the complaint is uttered in the case of verbal complaints and the date of receipt by Magyar Posta for written complaints provided that all the data necessary for the investigation of the complaint are fully available. If, based on the contents of the written complaint, the investigation cannot be started due to the absence of an important piece of information necessary in connection with the nature of the complaint or the activity objected to (e.g. mail item identifier, addressing), the date of entering the complaint in the register will be the date when the complainant subsequently provides the missing information to Magyar Posta.
- 7) Magyar Posta examines complaints received free of charge in a simple, transparent, non-discriminatory procedure. Magyar Posta may decide not to investigate a repeated complaint made on the same, previously investigated subject with no new information by the same complainant which was answered by Magyar Posta on merit as well as customer complaints made by unidentifiable persons. An electronic register of complaints and the means of dealing with them is kept. Magyar Posta retains the complaints and the answers to them for 3 years.
- 8) For domestic services and for services to European Union member states Magyar Posta has thirty days to investigate complaints from the date of receipt. The period for the investigation



procedure for domestic services and for services to European Union member states may be extended by thirty days on one occasion at the same time as advising the complainant.

- 9) For mail items sent by international mail the time-limit for submitting complaints is given in international agreements. The latest date for this unless the separate PRODUCT SHEET provides otherwise is six months from the date of posting. For registered mail items sent by international mail if the complaint concerns the postal handling of a registered mail item between its acceptance and delivery the procedure can be started by completing the declaration form CN18.
- 10) Magyar Posta must advise the complainant of the result of the investigation in writing immediately in the case of domestic service and for international service if applicable, following the interim provision of information of any measure taken in the interest of the investigation within fifteen days of the date of receipt of information from a foreign postal service provider. If the foreign postal service provider sends information late, the postal operator liable for the fulfilment of the provisions in the service contract will bear no liability provided that it has done its utmost to provide the information to be obtained from its contracted partner postal service provider by the deadline.
- 11) If the complainant does not accept the answer to a complaint made in relation to a postal service or Magyar Posta does not answer such a complaint within the time-limit, the complainant may turn to the National Media and Infocommunications Authority within 30 days of receiving the reply or, if no reply is received, within thirty days of the expiry of the time-limit for replying.
- 11/A) A complainant classified as a consumer<sup>32</sup> may turn to the ARBITRATION BOARD which has jurisdiction for the complainant's permanent or habitual address (or registered office) under the Consumer Protection Act with a complaint concerning a supplementary service not classified as a postal service which is used in relation to a postal service, or in order to seek the out-of-court settlement of a legal dispute.
- 12) If the addressee wishes to request a review with regard to a mail item with contents requiring customs clearance arriving in Hungary from outside the European Union (EU) customs border, i.e. intends to use subsequent customs clearance involving the submission of a new customs declaration form, this may only be indicated to Magyar Posta by completing the REQUEST FORM<sup>33</sup> published on Magyar Posta's website and attaching the related documents. Magyar Posta will handle, answer and record this request in a separate procedure independently from the procedures for complaints or requests for information described in paragraphs 1) to 11/A).

<sup>&</sup>lt;sup>32</sup> In the application of rules pertaining to arbitration boards, a civil society organisation, ecclesiastical legal entity, condominium, housing cooperative, or micro, small or medium-sized enterprise acting for purposes falling outside its professional or business activity which purchases, orders, receives or uses goods, or is the addressee of commercial communications or commercial offers related to the goods may also be classified as a consumer.

<sup>33</sup> Submission of request for subsequent amendment of conducted customs clearance.



# 8. Data protection and confidentiality

- 1) Magyar Posta, with the exceptions set out in paragraphs 5) to 9), uses and forwards personal data that come to its knowledge based on the provisions of the legislation specified in paragraph 3) of point 2 of these GTC in connection with the provision of postal services or during the performance of a service as the data controller bearing in mind the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter referred to as the General Data Protection Regulation).
- 1/A) Magyar Posta's privacy statement and information on data processing is available on the web page PRIVACY NOTICE. A list of data processors used in the course of providing postal services is available on the PRIVACY NOTICE page under related information.
- 2) Regarding the data processing described in paragraph 1),
  - a) its purposes are the performance of the postal service contract; the accounting, certification and subsequent control of performance; supplying data to the Authority, and other purposes laid down by the Postal Services Act;
  - b) its duration is, unless the Postal Services Act provides or the user instructs otherwise, as follows:
    - ba) Magyar Posta unless these GTC provide otherwise keeps all documents related to the postal service until the last day of the fifth calendar year calculated from the dispatch of the mail item;
    - bb) in order to assess a potential claim for compensation, Magyar Posta keeps photographs of the mail item affected by compensation and with the prior written consent of and in the presence of the person submitting the claim of its contents for 1 year from the assessment;
    - bc) Magyar Posta keeps the electronically recorded data of authorisations which are no longer valid in accordance with paragraph 4/A) of point 6.5 for 5 years of them becoming invalid;
    - bd) Magyar Posta is obliged to keep accounting documents generated through the use of a postal service for 8 years as stipulated by Act C of 2000 on accounting.
- 3) Magyar Posta makes the performance of the postal service dependent on neither making available personal or other data which are not necessary for the performance of the postal service requested by the sender nor making a declaration consenting to the handling of data for the same reason.
- 4) Magyar Posta only relays data that come to its knowledge in connection with the provision of postal services or during the performance of a service to data controllers or data processors in third countries for the purposes of the performance of the postal service contract, and the accounting, certification and subsequent control of performance.



- 5) Magyar Posta only learns of the contents of mail items handled by it to the extent necessary for the performance of the service and for the assessment of any potential claims for damages related to this.
- 6) Under the postal service Magyar Posta
  - a) does not open sealed mail items except in the circumstances set out in paragraph 8);
  - b) only examines unsealed mail items to the extent necessary in order to establish data required for acceptance, collection, processing, carriage and delivery;
  - c) does not disclose data that come to its knowledge when providing a service to others except to the sender, the addressee (or other authorised recipient) and the bodies specified in paragraph 10);
  - d) does not hand over mail items to others for the purposes of learning their contents except to the sender, the addressee (or other authorised recipient) and the bodies specified in paragraph 10); and
  - e) does not provide information about the performance of the service to others except to the sender, the addressee (or other authorised recipient) and the bodies specified in paragraph 10).
- 7) In applying sub-point d) of paragraph 6), Magyar Posta deems the person showing the document in proof of posting as having authority equivalent to the sender. With regard to sub-points c) and e) of paragraph 6), Magyar Posta deems the following person as having authority equivalent to the sender:
  - a) a person who knows and tells Magyar Posta the data which individually identify a mail item and, if required, the address of the mail item and the name of the sender and addressee;
  - b) and furthermore who in the event that, despite the contents of sub-point a), there is doubt about the person's authority to learn about the data or information available to Magyar Posta in connection with performing the service – forwards the document in proof of such authority to Magyar Posta.
- 8) Magyar Posta will open sealed items if
  - a) the cover of a mail item is damaged to such an extent that opening is justified in order to protect the contents and the contents of the mail item cannot be protected by rewrapping the item without opening it;
  - b) opening the mail item is justified in order to avert danger posed by the contents of the item; and
  - c) in the event of the occurrence of the situation described in sub-points b) and c) of paragraph 7) of point 4.3.4.
- 9) Opening mail items is conducted by Magyar Posta in accordance with paragraph 9) of point 4.3.4 and additionally the fact of the postal opening is marked on the item and, if possible, the sender is advised of the opening and the reason for it.
- 10) Magyar Posta takes appropriate organisational and technical measures to ensure the confidentiality of mail items, written communications and statements handled in the course of the performance of postal services. Magyar Posta, in the event of the existence of the legal conditions and a request to this end, hands over or shows mail items, written



communications and statements to organisations authorised by separate legislation, and allows the observation and storage of, or intervention with mail items and written communications by other means.

11) The employees, agents and postal contractors of Magyar Posta are under the same obligation of confidentiality as Magyar Posta, which also continues after the employment or the legal relationship of the agent or postal contractor ceases, and are liable for breaches of this obligation.

11/A) -34

11/B) -35

12) -36

# 9. Liability for damages

9.1. Liability for damages for mail items sent by domestic mail

#### 9.1.1. General rules

- 1) Magyar Posta assumes liability for damages for the destruction of, the full or partial loss of and damage to mail items as well as in consequence of the delayed performance of the time-guaranteed service/additional service to the sender; as described in paragraph 2) of point 9.1.6 to the addressee, or as described in paragraph 3) of point 9.1.6 to a third party, and in the event of the non-contractual performance of the redirection supplementary service to the addressee.
- 2) In the absence of an agreement between Magyar Posta and the sender or the addressee, the general rules of the Civil Code govern Magyar Posta's liability for damages arising from providing the postal service with the exception of damages arising from the destruction of, loss in part or in full of and damage to mail items as well as the delayed performance of the time-guaranteed service/additional service and the non-performance or non-contractual performance of the redirection supplementary service with the proviso that Magyar Posta will indemnify the pecuniary damage caused to the property of the sender or the addressee as described in paragraph 2) of point 9.1.6 with the exception of lost financial advantage. (In other words restitution, the sanction of violating personality rights irrespective of attributability and damages arising from the violation of personality rights under the Civil Code of Hungary cannot be enforced against Magyar Posta.) Claims arising in relation to the non-performance or non-contractual performance of the postal service contract will lapse after six months.
- 3) In the cases described in points 9.1.3 to 9.1.5, Magyar Posta may not claim that the damage caused was less than the flat-rate indemnity specified therein or less than the amount of the insured value, and the user may not claim that the damage caused was greater than the flat-rate indemnity specified therein or the amount of the insured value.

<sup>&</sup>lt;sup>34</sup> The provisions previously contained in this paragraph are included in paragraph 2) from the date of entry into force.

<sup>35</sup> The provisions previously contained in this paragraph are included in paragraph 2) from the date of entry into force.

 $<sup>^{36}</sup>$  The provisions previously contained in this paragraph are included in paragraph 1/A) from the date of entry into force.



- 4) Magyar Posta will apply the general rules of the Civil Code for the indemnification by the sender of damage caused by a mail item to Magyar Posta or to any third party outside the postal service contract.
- 5) Magyar Posta will apply the rules of the Civil Code, unless a separate written contract between the sender and Magyar Posta provides otherwise, for the indemnification by the sender of damages caused to Magyar Posta ascribable to the sender by the destruction, full or partial loss or damage due to improper use of the receptacles and unit loads (unit box, box, sack, pallet, container) provided by Magyar Posta in order to facilitate the use of the postal service contract.

### 9.1.2. Disclaimer of Magyar Posta's liability

- 1) Magyar Posta is not liable for damages incurred due to the destruction of, full or partial loss of, or damage to a mail item in the period of time from the acceptance of the mail item until its delivery or return delivery to the sender if the damage was caused
  - a) by unforeseeable circumstances beyond Magyar Posta's control;
  - b) by the inherent nature of the mail item or deficiencies in wrapping that are imperceptible from the item's exterior, or
  - c) by another mail item;
  - d) by the sender omitting to mark that the item required the "Fragile" additional service/handling on the mail item's address label, document in proof of dispatch, or in its paper-based or electronic posting list.
- 2) Furthermore, Magyar Posta will bear no liability if
  - a) the contents of the mail item deteriorate even though Magyar Posta performed the service within the time-limit;
  - b) the packaging was not appropriate for the characteristics, nature, shape, weight or physical attributes of the contents, or did not meet the requirements for items that may only be carried upon certain conditions specified in <u>APPENDIX 1</u> published on Magyar Posta's website, or the contents of a postal parcel posted with the "Fragile" additional service/handling are damaged, leak or become soiled due to inadequate packaging;
  - c) the packaging did not protect the contents of the mail item from damage caused by occasionally turning or rotating the item or from the mechanical, electrical or electronic disorder of the contents in the course of processing, forwarding and carriage;
  - d) the mail item's packaging was inappropriate for the temperature of its environment for the season (e.g. equipment used in the performance of the postal service directly exposed to the weather such as a Parcel Terminal, heated postal premises);
  - e) the contents of a mail item posted without the "Fragile" additional service/handling is damaged in spite of its exterior remaining intact and undamaged including the manufacturer's packaging used by the producer of the contents;
  - f) after opening the intact packaging chipping, scratching, friction or other damage is found on enamelled or varnished objects as well as on furniture and wooden objects;
  - g) articles sent by postal parcel have rusted, oxidised or become tarnished;



- h) a mail item which can be posted unwrapped based on paragraph 4) of point 3.3 and is posted unwrapped becomes soiled or scratched, or its protruding parts (e.g. wheels, rollers, handle) are damaged;
- i) the sender does not fulfil his or her obligation of making sure that the data on the address label produced in the course of preparing the mail item for posting and/or on the document in proof of posting are correct or of indicating the need to correct erroneous details during acceptance;
- j) Magyar Posta delivered the postal parcel to the immediate neighbour at the address acting as an occasional recipient in absence of a specific instruction to that affect from the sender but observing the conditions specified in point 6.7;
- k) the contents of a mail item deteriorate during the period of retention (holding) following an unsuccessful delivery attempt or during the performance of a supplementary service (e.g. parcel storage) requested by the sender;
- the service or the additional and supplementary services, or the notifications and/or communications undertaken by Magyar Posta herein or on a separate PRODUCT SHEET were not fulfilled because the sender failed to provide Magyar Posta with or provided erroneously the electronic contact details (and thus in particular the addressee's telephone number, the addressee's domestic mobile phone number suitable for receiving SMS text messages, the addressee's e-mail address or any other electronic contact) necessary to contact the sender or addressee, or if the sender or the addressee encountered a problem in accessing electronic telecommunications, or at the contact detail(s) provided it was not possible to make contact for reasons beyond Magyar Posta's sphere of operation;
- m) it can be presumed that the sender or addressee acted with fraudulent intent in the interest of receiving indemnity or the fee or fee difference of the unperformed service being repaid to it completely or partly;
- n) Magyar Posta undertook the performance of the postal service contract based on the sender's explicit statement made in accordance with sub-point b) of paragraph 8/A) of point 3.2.
- o) the sender did not or not fully meet the conditions for the production of the electronic posting lists and for the preparation of the mail items for posting included in the posting lists,
- p) for postal parcels that are marked in APPENDIX 1 published on Magyar Posta's website specifically as to be posted with insurance the sender failed to mark the use of the insurance additional service on the address label, the document in proof of dispatch or in the paper-based or electronic posting list.
- 3) Magyar Posta must prove the deficiency in packaging and also that the damage was caused by an unforeseeable circumstance beyond its control or, in spite of its conduct in accordance with the contract, by a mail item of a third party other than the injured party, and/or that the sender failed to state the use of the supplementary or additional service on the address label or document in proof of dispatch, or in the paper-based or electronic posting list of the mail item.
- 4) The sender must prove that the damage was not a consequence of the inherent attributes of the mail item and that the damage was not due to a deficiency of the packaging, and,



moreover, that the sender stated the use of the supplementary or additional service on the address label or document in proof of dispatch, or in the paper-based or electronic posting list of the mail item.

- 4/A) If the address of a mail item posted under the universal postal service contains a land registry reference number instead of the street name and house number, Magyar Posta will not be liable for damages and/or for the reimbursement of the fee in the event of failure to deliver the mail item.
- 5) Magyar Posta will not bear any liability for damages even for a postal parcel posted with the "Fragile" additional service/handling if only the external packaging of a mail item (including the manufacturer's packaging used by the producer of the contents) or information, an inscription or a picture on the mail item has been damaged.
- 6) Magyar Posta is not liable for damages arising from the loss of, destruction of or damage to mail items, notifications and advice-of-delivery forms/certified paper-based copies of the delivery confirmation that can be deposited in a letterbox if there is no letterbox which complies with the requirements set out in point 6.3 at the address and Magyar Posta placed the notification of the arrival of mail items in a covered place near the address used for this purpose not directly exposed to the weather (wind and rain, etc.) or in a device which Magyar Posta presumed was provided by the addressee for the purpose of the delivery of mail items.
- 7) Magyar Posta is not liable for the unsuccessful delivery of mail items to be handed over in person, or the delayed or non-performance of the time-guaranteed service/additional service provided the reason for this is that the addressee did not ensure easy and safe access to the address for Magyar Posta.
- 8) In the case of the destruction or full loss of a mail item, a claim for damages on the grounds of delay cannot be enforced.
- 9) Magyar Posta is not liable for damages due to the delayed delivery of non-time-guaranteed mail items.
- 10) Magyar Posta will not be liable for damages due to the delayed delivery or the delayed attempted delivery of mail items posted with the time-guaranteed service/additional service if
  - a) the delay was caused by unforeseeable circumstances beyond its control;
  - b) the delivery or the attempted delivery of the mail item was unsuccessful within the time-limit because the addressee or other authorised recipient was not available at the place specified in the address; or,
  - c) in addition to the cases set out in sub-points a) and b), exemption from liability for delayed performance is provided under the Civil Code,
  - d) the sender does not hand over or has not sent the document in proof of dispatch or the paper-based or electronic posting list at the time or by the time of the posting of the items,
  - e) the transport of dangerous goods complying with point 3 of chapter II of <u>APPENDIX 1</u> published on Magyar Posta's website was delayed because Magyar Posta, in order to comply with ADR regulations, reasonably chose to restrict its available transport capacities (retaining the mail item with reason in the course of forwarding or delivery);



- f) the delivery attempt takes place on the addressee's specific instructions, after the time guarantee set by the sender, at the place indicated in the address or at a different, agreed place.
- 11) In the case of the non- or non-contractual performance of a postal service contract concluded concerning non-registered mail items, in particular in the event of the destruction of, full or partial loss of or damage to a mail item, Magyar Posta is under no obligation to pay indemnity for damages except if the loss or damage was the result of an intentional act by Magyar Posta or a person acting on its behalf.
- 12) Magyar Posta will not be liable for damages if the contents of a mail item are excluded from postal services or may only be carried subject to conditions and the sender did not comply with the requirements for the carriage of mail items subject to conditions.
- 13) -37
- 14) -38
- 15) **-**<sup>39</sup>
- 16) Magyar Posta accepts no liability for sanctions detrimental to the addressee imposed as a result of the closure of the customs clearance procedure based on the contents of the document containing the tax authority's findings or for decisions relating to VAT and customs payment obligations.
- 9.1.3. Liability for the destruction of, loss of and damage to mail items
- 1) With the exception of the provisions of point 9.1.2, Magyar Posta is liable for damages incurred due to the destruction of, full or partial loss of, and damage to a mail item in the period of time from the acceptance of the mail item until its delivery or return delivery to the sender.
- 2) If a registered mail item not using the insured additional service is destroyed, fully or partially lost or damaged, Magyar Posta will pay flat-rate indemnity. If the mail item
  - a) is destroyed or fully lost, the amount of the flat-rate indemnity payable is fifteen times the tariff charged for the service or a higher amount otherwise specified in a separate PRODUCT SHEET;
  - b) is partially lost or damaged, the flat-rate indemnity payable will be the proportion of the full amount of the flat-rate indemnity specified in sub-point a) equivalent to the extent of the damage caused to the full value of the mail item.

<sup>&</sup>lt;sup>37</sup> The provisions contained in this paragraph are given in paragraph 2) from the date of entry into force of the modifications (30 March 2020).

<sup>&</sup>lt;sup>38</sup> The provisions contained in this paragraph are given in paragraph 2) from the date of entry into force of the modifications (30 March 2020)

<sup>&</sup>lt;sup>39</sup> The provisions contained in this paragraph are given in paragraph 2) from the date of entry into force of the modifications (30 March 2020).



- 3) If a postal parcel posted with the insured additional service is destroyed, fully or partially lost, or damaged, Magyar Posta will pay the following flat-rate indemnity taking the provisions of paragraph 5) into account:
  - a) if the postal parcel is destroyed or fully lost, the flat-rate indemnity payable will be the sum indicated as the insured value;
  - b) if the postal parcel is partially lost or damaged, the flat-rate indemnity payable will be the proportion of the amount of the insured value of the item equivalent to the extent of the damage caused compared to the total value of the item.

4) -40

- 5) In the event that the sender did not state the real market value as the amount of the insured value, Magyar Posta will use if the amount of the insured value is
  - a) higher than the real market value of the contents of the postal parcel at most the real market value;
  - b) lower than the real market value of the contents of the postal parcel at most the amount of the insured value

as the basis for calculating the flat-rate indemnity.

To this end Magyar Posta is entitled to request the invoice evidencing the market value of the contents.

- 6) If Magyar Posta misdelivered a mail item to an unauthorised recipient and contractual delivery to the authorised recipient is impossible within thirty days of the realisation of the misdelivery, the rules on indemnity for damages arising from loss of a mail item will apply.
- 7) If the delivery or the attempted delivery of a registered mail item sent in domestic mail does not occur within fifteen days of posting, unless a written contract between Magyar Posta and the sender provides otherwise, Magyar Posta will regard the mail item as lost until proven to the contrary and will apply the rules for indemnity for lost mail items.
- 8) When a mail item presumed to have been lost pursuant to paragraph 7) is found, the item will be delivered. Any unpaid flat-rate indemnity and the unrepaid tariff for the service will not be paid but already paid flat-rate indemnity and the amount of the already reimbursed tariff for the service does not need to be refunded to Magyar Posta in spite of the delivery.
- 9.1.4. Liability for the delayed delivery of mail items
- 1) Magyar Posta will pay flat-rate indemnity for the delayed (attempted) delivery of domestic mail items posted with the time-guaranteed additional service with exceptions described in paragraph 10) of point 9.1.2. The amount of the flat-rate indemnity
  - a) -41
  - b) in the case of a mail item posted with the 1-working-day time guarantee, the time-window delivery (time guarantee), or Saturday delivery additional service as described in the separate PRODUCT SHEETS, twice the tariff paid as a separate fee for the additional service when the postal service contract was concluded. For parcels posted at a Parcel Terminal, twice the tariff paid as the separate fee for the 1-

 $<sup>^{40}</sup>$  Repealed on 1 June 2014.

<sup>&</sup>lt;sup>41</sup> Repealed on 30 March 2020.



- working-day time guarantee additional service as given in the separate PRODUCT SHEET;
- c) in the case of the non-performance or non-contractual performance of the Saturday delivery additional service used simultaneously with the 1-working-day time guarantee additional service, twice the sum of the tariffs paid as separate fees for these two additional services.
- 2) In the event that the addressee gave instructions regarding the delivery of a mail item posted with the 1-working-day time-guarantee or the time-window delivery (time guarantee) additional service in accordance with the provisions of the separate PRODUCT SHEET prior to the first attempt to deliver the mail item, Magyar Posta is liable for the delayed delivery of the mail item if
  - a) based on the addressee's instructions made in accordance with the provisions of the separate PRODUCT SHEET, at the time the verbal contract is entered into with the addressee, the period or point in time of the time guarantee specified by the sender has passed, or
  - b) the delivery is first attempted based on the addressee's instructions made in accordance with the provisions of the separate PRODUCT SHEET beyond the period of time or at a later time than agreed in the verbal contract entered into with the addressee.

#### 9.1.5. Other rules on liability

- 1) If during the performance of a postal service contract Magyar Posta becomes liable for damages on several legal grounds or due to the non-contractual performance of several simultaneously used additional services, the amount paid in indemnity by Magyar Posta will be the highest among the applicable flat rates of indemnity.
- 1/A) If the time-guaranteed additional service is delayed as a consequence of performing a subsequent instruction, Magyar Posta is not liable for damages for late delivery.
- 1/B) If the delay in the performance of the postal service contract entered into with the sender for the 1-working-day time-guarantee or the time-window delivery (time guarantee) additional service is caused by the addressee's instructions made in accordance with the provisions of the separate PRODUCT SHEET, but the verbal contract entered into with the addressee in accordance with the provisions of the separate PRODUCT SHEET is fulfilled as expected, Magyar Posta is not liable for damages for late delivery.
- 2) The amount of the flat-rate indemnity payable for the non-performance or non-contractual performance of the redirecting supplementary service is twice the tariff paid for the service, which is calculated by taking the fee for the shortest period of time available for the service as the basis of the flat-rate indemnity.
- 3) For the payment for goods additional service, Magyar Posta is liable up to the payment-for-goods amount provided the mail item was delivered without collecting the payment-for-goods amount or only collecting a smaller amount.
- 3/A) If the Receipt by authorised recipient additional service (for PO box rental) is not performed or not performed contractually, the amount of the flat-rate indemnity payable is twice the postage of the domestic registered mail item accepted by Magyar Posta as an



authorised recipient based on the requested additional service but having been lost and, for registered mail items arriving in Hungary from abroad, the amount equivalent to 4 DTS.

- 4) If a postal parcel posted with the time-guaranteed additional service and the insured additional service in domestic traffic is partially lost or damaged and Magyar Posta delivers the remaining part of or the damaged postal parcel delayed, Magyar Posta must pay indemnity for both the delayed delivery and the partial loss of or damage to the postal parcel which together is up to either the amount of the postal parcel's insured value or the amount of the flat-rate indemnity described in paragraph 1) of point 9.1.4, whichever is the greater.
- 5) Magyar Posta may claim the damaged objects if it agrees to pay indemnity for them.
- 9.1.6. Claiming indemnity
- 1) The sender is entitled to claim indemnity with the exceptions described in paragraphs 2) to 3/A).
- 2) The addressee is entitled to claim indemnity only if
  - a) the item was delivered to the addressee or other authorised recipient, or
  - b) the sender has assigned the right to claim indemnity to the addressee in writing, or
  - c) the mail item must be regarded as the property of the addressee based on paragraph 5) of point 6.1.
- 3) Third parties other than the sender or the addressee are entitled to claim indemnity only if the person authorised to claim indemnity has assigned this right to such third persons in writing.
- 3/A) With regard to the redirecting supplementary service, only the person ordering the service or his or her authorised representative is entitled to claim indemnity in accordance with paragraph 2) of point 9.1.5.
- 4) If the sender claims indemnity under sub-point a) of paragraph 2), the written claim for indemnity must refer to the record made by Magyar Posta.
- 5) If an authorised representative wishes to claim indemnity, the authorised representative must produce authorisation for this specific purpose with the exception of a general power of attorney. The authorisation must be appended to the written statement of claim.
- 5/A) If, in the event of the case described in sub-point c) of paragraph 2), the addressee claims indemnity, the addressee must attach to the report written by Magyar Posta as part of the written claim submitted to Magyar Posta the confirmation of a distance contract given to the consumer by an enterprise as the sender based on legislation also containing the full sum paid as the purchase price related to the purchase and sale of the product (e.g. copy of the invoice).
- 6) Neither the addressee nor the third party pursuant to paragraph 3) may claim indemnity for an amount which is higher than that due to the sender.
- 7) A claim for indemnity made by either of the claimants annuls the other person's right to claim indemnity. Enforcing a claim for indemnity by either claimants infringes the principle of good faith and fair dealing if the fee payable for the service (postage, or the fee for an additional or supplementary service) taken as the basis of determining the amount of the flat-rate indemnity pursuant to the Postal Services Act or these GTC was not paid to Magyar Posta.



- 8) Claims for indemnity may be made at any postal service outlet.
- 9) The partial loss of or damage to a mail item if it is perceptible must be indicated immediately on the delivery document or the technical device for recording the fact of delivery at the time of the delivery or return delivery of the item by the person receiving the mail item. For postal parcels addressed to a Parcel Terminal, Magyar Posta must be notified of this fact by ringing the telephone number indicated at the delivery point and afterwards the given instructions must be followed. Failure to do this leads to loss of rights. In the absence of a delivery document or the technical device for recording the fact of delivery, or when the partial loss of or damage to the item is not detected immediately upon delivery (return delivery), Magyar Posta must be notified of this in writing within three working days of the date of delivery or the right to make a claim will be forfeited. At the same time as the partial loss or damage is reported in writing, Magyar Posta will make a subsequent record based on the presented item. The claim for indemnity may also be indicated when the written report is submitted. The entire item including the content and the outer and inner packaging must be presented to Magyar Posta in order to have the claim assessed.
- 10) When submitting a claim for indemnity the sender (or the addressee or authorised representative) must in every case place all invoices, documents and records supporting the claim for indemnity as well as the entire item including the content and the outer and inner packaging and any other evidence at the disposal of Magyar Posta.
- 10/A) Magyar Posta acknowledges and ensures the acknowledgement of the receipt of the entire mail item made available to Magyar Posta together with the outer and inner packaging in order to assess the claim for indemnity as well as its return to the claimant after the assessment of the claim on the copy retained by Magyar Posta of the record referred to in paragraph 9). Upon the receipt of the entire mail item made available to Magyar Posta, verbal information is provided to the claimant of indemnity about the process and deadline of assessing the claim and the method of returning the mail item. In the event that
  - a) the reason for enforcing the indemnity claim is the partial loss of or damage to the mail item, but Magyar Posta established the amount of the flat-rate indemnity based on the rules for the destruction of or total loss of the mail item;
  - b) the claimant of indemnity expressly renounces the right to accept the entire mail item made available to Magyar Posta or fails to collect it at the place specified by Magyar Posta within 60 days of the receipt of the written report of the claim for indemnity,

Magyar Posta will handle the mail item in accordance with the provisions of paragraph 7) to 10) of Point 4.3.4.

- 11) The claimant may notify Magyar Posta of a claim for indemnity on the grounds of the delayed delivery of a mail item posted with the time-guaranteed service/additional service in writing within fifteen days of the receipt of the item or the right to make a claim will be forfeited.
- 12) The claimant may, with the exception described in paragraph 14), submit a written claim for indemnity on the grounds of the loss or destruction of a mail item to Magyar Posta within



six months starting on the fifteenth day from the date of posting of the mail item or the right to make a claim will be forfeited.

- 13) Magyar Posta will respond in writing to the claimant's report or claim for indemnity within thirty days. In its reply Magyar Posta
  - a) will inform the claimant of any further conditions and procedures that might be needed to assess the merits of the report, or
  - b) will establish whether or not the report or the claim for indemnity is justified. If the claim is deemed to be justified, the claimant will be advised of the expected date of the payment of indemnity, or
  - c) will inform the claimant of the rules on indemnity and claiming indemnity laid down by law and in the contract. Furthermore, pursuant to the provisions of Section 2 of the Consumer Protection Act, Magyar Posta will inform claimants classified as consumers under the rules applying to the conciliation body about the possibility to institute a procedure to settle a consumer dispute before the CONCILIATION BODY "https://www.posta.hu/static/internet/download/Bekelteto\_testuletek.pdf" pursuant to the Consumer Protection Act.
- 14) When the fact of the loss or destruction of a mail item is revealed to Magyar Posta during a complaint procedure and at the time of the receipt of Magyar Posta's response to the complaint establishing the fact of loss or destruction less than 30 days remain of the period for claiming indemnity specified in paragraph 12), the period for claiming indemnity will be extended by another thirty days after the receipt of the response.
- 15) If the claimant submits a notification, report or claim as described in paragraphs 9), 11), 12) and 14) to Magyar Posta within the period permitted therein, and Magyar Posta has challenged the claim for indemnity or has failed to pay indemnity within sixty days of the receipt of the information under sub-point b) of paragraph 13) establishing that the claim was justified, the claimant may enforce the claim for indemnity in court within a permitted period of one year starting at the date of posting the mail item. The length of time that a consumer dispute procedure before the conciliation body takes will not be included in the period for claiming indemnity.
- 16) Magyar Posta will make arrangements to remit the amount of indemnity awarded within eight calendar days of the assessment of the claim for indemnity.
- 9.1.7. Procedure if part of the item is recovered after indemnity is paid
- 1) If a lost part of a mail item is recovered after the indemnity amount has been paid, Magyar Posta will advise the claimant thereof. The claimant may claim the part recovered in Hungary within fifteen days of receiving the notice of it being found, but in this case the indemnity paid in respect of the recovered part of the contents must be refunded. If the claimant demonstrably receives the notification but does not respond to it within the time-limit, Magyar Posta will regard this as renunciation of ownership of the recovered part of the contents.



# 9.2. Liability for damages for mail items sent in international mail

#### 9.2.1. General rules

- 1) For international services (irrespective of whether the damage or loss occurred within or outside Hungary) the Postal Services Act, international agreements and separate agreements concluded with foreign postal service providers govern the liability of Magyar Posta and/or the foreign postal service provider, the assessment of the claim for indemnity as well as the amount of indemnity. The provisions of POINT 9.1.1 will also prevail with regard to Magyar Posta's liability for damages connected to the performance of an international postal service and related to mail items sent to an international destination; the provisions of POINT 9.1.2 will prevail with regard to the exclusion of liability of Magyar Posta, and the provisions of POINT 9.1.6 with the exception of subpoint c) of paragraph 2), and paragraph 5/A) and paragraph 9) of that point will prevail with regard to the enforcement of claims for indemnity.
- 1/A) In the case of the destruction, complete or partial loss (deficient content) of, or damage to registered postal items arriving to Hungary from abroad, the sender is entitled to indemnification from the foreign postal operator in accordance with the provisions of the general terms and conditions except if the sender renounces their right to assert a claim for damages in favour of the addressee in a written statement.
- 1/B) The partial loss of or damage to a mail item sent abroad must be reported in writing to the foreign postal service provider by the addressee or to Magyar Posta by the sender at the time of its delivery or within the period of limitation specified in the general terms and conditions of the foreign operator participating with Magyar Posta in order to perform the given service calculated from the time of delivery.
- 2) If the sender (or the authorised representative) reports the partial loss of or damage to mail items sent to an international destination through Magyar Posta, the sender must always make available to Magyar Posta all available invoices, receipts and documents supporting the claim as well as other evidence for the submitted claim for indemnity.

3) -42

- 3/A) With regard to international services, claimants may make claims for indemnity on the grounds of the destruction or loss of a mail item to Magyar Posta in writing within six months of the day following the day of posting of the item unless the separate PRODUCT SHEET provides otherwise or the right to make a claim will be forfeited.
- 4) With the exception of postal parcels posted with the insured additional service, Magyar Posta establishes the amount of indemnity in SDR (DTS). SDR (DTS) is the International Monetary Fund's unit of account and its conversion rate to HUF changes periodically. Information on the current value of SDR (DTS) is given in the document OTHER TARIFFS RELATED TO POSTAL SERVICES published on Magyar Posta's website.
- 5) Magyar Posta's liability does not extend to indirect damages or lost profit., or to claim for damages relating to a service already performed on the basis of another contract, separate from the performance of the postal service contract (e.g. amounts paid in advance on the basis of a

<sup>&</sup>lt;sup>42</sup> Repealed on 22 November 2016.



contract concluded by the addressee and the foreign sender as remote parties, concerning the sale of products).

- 6) If during postal handling or during the indemnity procedure it becomes apparent that the insured value of an international postal parcel posted with the insured additional service was fixed at a level that is clearly higher than its actual market value, Magyar Posta is entitled to request the presentation of the invoice evidencing the market value of the content, and Magyar Posta's liability for indemnity extends only up to the market value.
- 7) Magyar Posta will reply to the person submitting the report or claim in writing within thirty days and, dependent on the investigation of the cooperating foreign postal operator, this period may be extended by a further thirty days.
- 8) If a lost part of a mail item is recovered after the indemnity amount has been paid, Magyar Posta will advise the claimant thereof. The claimant may claim the part recovered within three months of receiving the notice of it being found, but in this case the indemnity paid in respect of the recovered part of the contents must be refunded. If the claimant demonstrably receives the notification but does not respond to it within the time-limit, Magyar Posta will regard this as renunciation of ownership of the recovered part of the contents.
- 9.2.2. Extent of liability for letter-mail items posted to international destinations

1) -43

- 2) In the event of the destruction of, full or partial loss of, or damage to a mail item posted with the registered additional service, Magyar Posta will pay flat-rate indemnity. If the mail item
  - a) is totally lost or destroyed, the amount of indemnity payable unless stated otherwise on the separate PRODUCT SHEET is a flat rate of 30 SDR (DTS),
  - b) is partially lost or is damaged, the amount of indemnity payable is a proportion of the full flat-rate indemnity given in sub-point a) equivalent to the extent of the damage caused compared to the total value of the item.
- 9.2.3. Extent of liability for priority and non-priority international postal parcels, Europa+parcels and MPL Europe Standard parcels posted to international destinations
- 1) If a priority and non-priority international postal parcel, Europa+ parcel or MPL Europe Standard parcel posted with the insured additional service is destroyed or fully lost, the amount of indemnity payable is the amount of the insured value of the item. If the item is partially lost or damaged, the amount of indemnity payable is a proportion of the amount of its insured value equivalent to the extent of the loss or damage caused compared to the total value of the item.
- 2) In the event of the destruction of, total or partial loss of, or damage to a priority or non-priority international postal parcel or Europa+ parcel posted without the insured additional service, the amount of indemnity payable is the amount calculated in proportion with the extent of loss or damage but at most the amount calculated jointly considering the rates of 40 SDR (DTS) and 4.50 SDR (DTS) per kilogram.

<sup>&</sup>lt;sup>43</sup> Repealed on 1 January 2022.



- 3) In the event of the destruction of, total or partial loss of, or damage to an MPL Europe Standard parcel posted without the insured additional service, the amount of indemnity payable is the amount calculated in proportion with the extent of loss or damage but at most the amount equivalent to 8.33 SDR (DTS) per kilogram.
- 9.2.4. Extent of liability for EMS express mail items posted to international destinations
- 1) In the event of the destruction of, full or partial loss of, or damage to an international EMS express mail item posted with the insured additional service, the amount of indemnity payable is proportionate with the extent of loss or damage but is at most equivalent to the insured value.
- 2) In the event of the destruction of, full or partial loss of, or damage to an international EMS express mail item posted without the insured additional service and without paying a separate fee, Magyar Posta will pay indemnity. If an international EMS express mail item
  - a) is fully lost or destroyed, the amount of indemnity payable is the actual amount of the loss or damage proven by the sender up to a maximum of HUF 20,000 for Print items (containing documents) and HUF 50,000 for Pack items (containing goods);
  - b) is partially lost or is damaged, the amount of indemnity payable is a proportion of the insured amount of HUF 20,000 or HUF 50,000 included in the basic fee equivalent to the extent of the loss or damage caused compared to the total value of the item.
  - c) -44
- 3) For the late delivery or late attempted delivery of an International EMS express mail item, Magyar Posta with the exception of sub-points a) and b) of paragraph 10) of point 9.1.2 will pay flat-rate indemnity. The amount of the flat-rate indemnity is the same as the fee paid as a basic fee when concluding the postal service contract.

9.2.5. -45

9.2.6 - 46

# 10. Magyar Posta's obligation to refund postage fees

- 1) Magyar Posta will refund fees which have been miscalculated and paid upon accepting mail items or when posting postal parcels at a Parcel Terminal or which have been erroneously collected upon delivery, or the difference in miscalculated fees, to the person who paid these. Potential reimbursements of postage fees paid at Parcel Terminals will be settled by Magyar Posta subsequently and by bank transfer.
- 1/A) In cases specified in paragraphs 2) and 3) of point 9.1.3 Magyar Posta will also refund the fee paid by the sender for the service upon concluding the postal service contract
  - a) to the sender;
  - b) to the addressee if, under paragraph 5) of point 6.1, the mail item posted in Hungary must be regarded as owned by the addressee and the addressee proves

<sup>&</sup>lt;sup>44</sup> Repealed on 22 November 2016.

<sup>&</sup>lt;sup>45</sup> Repealed on 4 July 2016.

<sup>&</sup>lt;sup>46</sup> Repealed 16 October 2021.



based on a distance contract that he or she has paid the fee for the postal service contract to the sender.

- 1/B) If either party claims the refund of a postage fee under paragraph 1/A), the other party will lose the right to that refund.
- 2) In addition to the provisions of paragraph 1), Magyar Posta will refund the full fee for the service if
  - a) the sender cancels the postal service contract by requesting the return of a mail item at the acceptance point prior to forwarding;
  - b) Magyar Posta does not perform the postal service contract in accordance with one of the cases described in paragraph 4/A of point 4.3.4 for reasons attributable to it; or
  - c) the Postal Services Act or these GTC thus prescribe apart from the cases outlined in sub-points a) and b).
- 2/A) Magyar Posta will repay the fee paid for the service for a postal parcel sent to an international destination and any further expenses incurred due to its return from the destination country to the sender if the postal parcel was returned not bearing the marking for the reason for non-delivery according to point 6.13.
- 3) When granting a partial refund of a postage fee, Magyar Posta will repay:
  - a) the overcharged amount provided the sender or addressee paid a rate in excess of the correct tariff for a mail item and this can be established from Magyar Posta's documents or from the mail item. If the overpayment was made due to incorrectly establishing the weight of the mail item, when informing Magyar Posta of this the mail item must be presented in its original condition and undamaged,
  - b) the difference between the amount charged and the new tariff when the sender changes the address of a mail item or changes the requested additional or supplementary service at a postal service outlet classified as an acceptance point before a mail item is forwarded and due to the new destination or changed additional or supplementary service a lower tariff should be charged,
  - c) the fee for the service for international EMS express mail items, priority and non-priority international postal parcels, Europa+ parcels and MPL Europe Standard parcels which have been accepted but are returned before leaving Hungary at the request of the sender or for a reason arising in the sender's sphere of interest, deducting the amount corresponding to the fee applicable to an MPL Business parcel of the same weight delivered to the door,
  - d) -47
  - e) if indemnity is payable for the loss of or total damage to a letter-mail item posted with the registered additional service to an international destination, a priority and nonpriority international postal parcel posted without the insured additional service or an international mail item posted with the insured additional service, the sender or the addressee is also entitled to a refund of the tariff paid for the service except for



 $<sup>^{47}</sup>$  Repealed on 21 July 2017.



- eb) -49
- ec) the fee paid for the international insured additional service in the case of a postal parcel posted with the insured additional service to an international destination.
- f) Magyar Posta refunds the fee for the advice of delivery additional service if it did not do its utmost to ensure the successful delivery of the mail item or the mail item was delivered but the advice of delivery additional service was not performed. When mail items are returned with the following endorsements for non-delivery, Magyar Posta does not refund the fee for the additional service and considers the service performed:
  - fa) unidentifiable address;
  - fb) addressee unknown;
  - fc) not collected;
  - fd) acceptance refused;
  - fe) moved;
  - ff) unable to deliver;
  - fg) "reported deceased/dissolved".
- g) for domestic mail items, the fee for any additional and supplementary services requested and paid by the sender which were not performed by Magyar Posta due to unsuccessful delivery and neither performed when returning the item to the sender based on paragraph 3) of point 6.12.
- h) if during aviation security control at the airport a mail item sent in international mail is found beyond doubt to contain an article excluded from air transport (APPENDIX 1; DANGEROUS GOODS EXCLUDED FROM TRANSPORTATION BY POST AND TRANSPORTABLE ON CERTAIN CONDITIONS) and its carriage by road to the country which is the item's place of destination is not possible (including international EMS express mail items that could not meet the time guarantee given in the COUNTRY GUIDE if forwarded by surface mail), Magyar Posta will return the mail item to the sender provided it is not affected by official detention or destruction and is not excluded from transportation by road accompanied by a notice explaining the circumstances and will reimburse the postage fee for the service in part deducting the fee for the item type charged for domestic delivery (for priority and non-priority international postal parcels and Europa+ parcels the fee will be based on the amount charged for an MPL Business parcel delivered to the door of the same weight). Magyar Posta accepts no further liability for damages arising from returning the item or delayed delivery;
- i) the flat-rate fee paid by the customer for the redirecting supplementary service if the customer withdraws the order placed for redirecting on the day of concluding the contract at the place where the order was placed (that is cancels the written contract). In the event of cancellation occurring after the day of placing the order, however, Magyar Posta will only return the flat-rate fee for the period after the month in which the written contract was terminated.

<sup>&</sup>lt;sup>48</sup> Repealed on 1 July 2022.

<sup>&</sup>lt;sup>49</sup> Repealed on 1 January 2022.



# 11. Quality of service

## 11.1. Basic provisions

- 1) The quality indicators for the performance of the universal postal service and a postal service substituting the universal postal service are:
  - a) transit time;
  - b) reliability index (rates of loss, destruction, partial loss and damage).
- 2) The quality indicators for the performance of a postal service not substituting the universal postal service are:
  - a) time guarantee;
  - b) transit time.
- 3) The transit time is the period of time calculated using statistical methodology from the time of acceptance of a mail item under a postal service contract until the time of delivery or attempted delivery of the mail item.
- 4) The indicators for the reliability of the performance of service are the maximum rate of lost or destroyed and partially lost or damaged domestic registered mail items in the universal postal service compared to the number of domestic registered mail items in the universal postal service. These indicators are calculated as in point 11.3.
- 5) The time-guaranteed service/additional service is Magyar Posta's commitment under which it assumes an obligation to deliver or attempt the delivery of mail items within a specified period of time or at a specific time.
- 6) Magyar Posta operates a quality management system and has ISO 9001 quality management system certification. The system ensures the regular measurement, documentation and archiving of quality indicators through regulated processes. The continuous maintenance and conformity of the quality management system is inspected and certified by an independent accredited body at set regular intervals.
- 7) Magyar Posta provides the data required for the market surveillance of the postal service to the National Media and Infocommunications Authority through its certified quality management system in respect of the provisions of the Postal Services Act, Sections 53 (1) and 57 (12).
- 11.2. Transit time of the universal postal service and the postal service substituting the universal postal service
- 1) Magyar Posta has an obligation to organise and operate the provision of the universal postal service and the postal service substituting the universal postal service in a manner that ensures that the transit time within Hungary for the universal postal service, for the postal service substituting the universal postal service and for the domestic section of the international universal postal service is as an annual average in accordance with the provisions of points 11.2.1 to 11.2.7, presuming that



- a) in the case of the universal postal service, entry into the universal postal network occurs at the actual acceptance point on the specified day in question prior to the last collection time (shown for users on a sign indicating when mail will last be emptied, which is positioned on postboxes in a highly visible place on the front). If the mail item is deposited after the last collection time, the following collection day must be regarded as the date of entry;
- b) in the case of the postal service substituting the universal postal service, entry into the postal network occurs at the acceptance point and by the acceptance time fixed by Magyar Posta.
- 11.2.1. Domestic transit times compulsory transit times for letter-mail items under the universal postal service
- 1) <sup>50</sup>At least 85% of single-piece tariff priority letter-mail items as well as priority identified letter-mail items posted must be delivered or attempted to be delivered by the end of the second working day after the date of posting and at least 97% by the end of the third working day after the date of posting.
- 2) At least of single-piece tariff non-priority letter-mail items as well as non-priority identified letter-mail items posted must be delivered or attempted to be delivered at least 97% by the end of the fifth working day after the date of posting.
- 3) <sup>51</sup>At least 85% of non-single-piece tariff priority letter-mail items as well as priority identified letter-mail items posted must be delivered or attempted to be delivered by the end of the second working day after the date of posting and at least 97% by the end of the third working day after the date of posting.
- 4) At least of non-single-piece tariff non-priority letter-mail items as well as non-priority identified letter-mail items posted must be delivered or attempted to be delivered at least 97% by the end of the fifth working day after the date of posting.
- 11.2.2. Domestic transit times compulsory transit times for postal parcels under the universal postal service
- 1) At least 85% of postal parcels posted must be delivered or attempted to be delivered by the end of the second working day after the date of posting and at least 95% by the end of the third working day after the date of posting.
- 11.2.3. Domestic transit times compulsory transit times for official documents under the universal postal service
- 1) At least of official documents posted must be delivered or attempted to be delivered at least 97% by the end of the fifth working day after the date of posting.

<sup>&</sup>lt;sup>50</sup> Unless stated to the contrary by Magyar Posta, the date of entry into force of the change in this paragraph is 15 September 2023.

<sup>&</sup>lt;sup>51</sup> Unless stated to the contrary by Magyar Posta, the date of entry into force of the change in this paragraph is 15 September 2023.



- 11.2.4. Domestic transit times compulsory transit times for mail items containing literature for the blind under the universal postal service and mail items with other contents that may be dispatched under the universal postal service
- 1) At least of mail items under this point must be delivered or attempted to be delivered at least 97% by the end of the fifth working day after the date of posting.
- 11.2.5. Domestic transit times compulsory transit times for mail items under a postal service substituting the universal postal service
- 1) At least of mail items under this point must be delivered or attempted to be delivered at least 97% by the end of the fifth working day after the date of posting.
- 11.2.6. International transit times compulsory transit times for letter-mail items and mail items containing literature for the blind posted under the universal postal service
- 1) In international traffic crossing the borders of European Union member states, Magyar Posta must ensure that at least 85% of priority letter-mail items and mail items containing literature for the blind may be delivered, or their delivery attempted, by the end of the third working day after posting and at least 97% by the end of the fifth working day after the date of posting provided that entry into the postal network occurred prior to the last specified collection time of the day at the access point in question.
- 2) In international traffic crossing the borders of European Union member states, Magyar Posta must ensure that non-priority letter-mail items and mail items containing literature for the blind may be delivered, or their delivery attempted, between the fourth and ninth working day after the date of posting.
- 3) In international traffic crossing the borders with other European countries, Magyar Posta must ensure that priority letter-mail items and mail items containing literature for the blind may be delivered, or their delivery attempted, between the third and eighth working day after the date of posting and non-priority items between the fifth and tenth working day.
- 4) In international traffic crossing the borders with other countries in the world, Magyar Posta must ensure that priority letter-mail items and mail items containing literature for the blind may be delivered, or their delivery attempted, between the fifth and tenth working day after the date of posting and non-priority items between the seventh and twenty-first working days.
- 5) Detailed information about the transit times of letter-mail items and mail items containing literature for the blind posted under the universal postal service to foreign destinations is given in the COUNTRY GUIDE.
- 11.2.7. International transit times transit times for postal parcels under the universal postal service
- 1) The COUNTRY GUIDE provides information on the transit times of priority and non-priority international postal parcels.
- 11.3. Requirements showing the reliability of the universal postal service
- 1) The indicators for the reliability of the universal postal service are the maximum rate of lost or destroyed and partially lost or damaged domestic registered mail items in the universal



postal service compared to the number of domestic registered mail items in the universal postal service.

### 11.3.1. The indicator for lost or destroyed registered mail items

1) <sup>52</sup>Magyar Posta has an obligation to organise and operate the provision of the universal postal service in a manner that ensures that in the course of performing the postal service related to domestic registered items posted under the universal postal service the annual number of lost or destroyed domestic registered items compared to the number of registered items accepted in domestic traffic complies with the following indicator:

#### $E/F \le 0.13$ thousandth

#### where

E is the number of lost or destroyed registered mail items posted under the universal postal service in domestic traffic in the reference year, and

F is the number of registered mail items accepted under the universal postal service in domestic traffic in the reference year.

2) In the course of defining the indicator, registered mail items posted under the universal postal service in domestic traffic whose acceptance was acknowledged by Magyar Posta in writing or by another verifiable means but whose delivery has not been acknowledged on the document for this purpose, or on the technical device recording the fact of delivery, and the fact of delivery cannot be verified in any other way must be considered as lost or destroyed.

#### 11.3.2. The indicator for partially lost or damaged registered mail items

1) <sup>53</sup>Magyar Posta has an obligation to organise and operate the provision of the universal postal service in a manner that ensures that in the course of performing the postal service related to domestic registered items posted under the universal postal service the annual number of partially lost or damaged domestic registered items compared to the number of registered items accepted in domestic traffic complies with the following indicator:

#### $S/F \le 0.05$ thousandth

#### where

S is the number of partially lost or damaged registered mail items posted under the universal postal service in domestic traffic in the reference year, and

F is the number of registered mail items accepted under the universal postal service in domestic traffic in the reference year.

2) In the course of defining the indicator, those cases must be considered partially lost or damaged where it is demonstrated that Magyar Posta did not perform adequately due to the missing contents of or damage to registered mail items posted under the universal postal service in domestic traffic caused by Magyar Posta.

<sup>&</sup>lt;sup>52</sup> Unless stated to the contrary by Magyar Posta, the date of entry into force of the change in this paragraph is 15 September 2023.

<sup>&</sup>lt;sup>53</sup> Unless stated to the contrary by Magyar Posta, the date of entry into force of the change in this paragraph is 15 September 2023.



- 11.4. Requirements showing the reliability of the postal service substituting the universal postal service
- 11.4.1. The indicator for lost or destroyed registered mail items
- 1) Magyar Posta has an obligation to organise and operate the provision of the postal service substituting the universal postal service in a manner that ensures that in the course of performing the postal service related to domestic registered items posted under the postal service substituting the universal postal service the number of lost or destroyed domestic registered items compared to the number of registered items accepted in domestic traffic complies with the following indicator:

#### $E/F \le 0.22$ thousandth

where

E is the number of lost or destroyed registered mail items posted under the postal service substituting the universal postal service in domestic traffic in the reference year, and

F is the number of registered mail items accepted under the postal service substituting the universal postal service in domestic traffic in the reference year.

- 2) In the course of defining the indicator, registered mail items posted under the postal service substituting the universal postal service in domestic traffic whose acceptance was acknowledged by Magyar Posta in writing or by another verifiable means but whose delivery has not been acknowledged on the document for this purpose, or on the technical device recording the fact of delivery, and the fact of delivery cannot be verified in any other way must be considered as lost or destroyed.
- 11.4.2. The indicator for partially lost or damaged registered mail items
- 1) Magyar Posta has an obligation to organise and operate the provision of the postal service substituting the universal postal service in a manner that ensures that in the course of performing the postal service related to domestic registered items posted under the postal service substituting the universal postal service the number of partially lost or damaged domestic registered items compared to the number of registered items accepted in domestic traffic complies with the following indicator:

$$S/F \le 0.22$$
 thousandth

where

S is the number of partially lost or damaged registered mail items posted under the postal service substituting the universal postal service in domestic traffic in the reference year, and

F is the number of registered mail items accepted under the postal service substituting the universal postal service in domestic traffic in the reference year.

2) In the course of defining the indicator, those cases must be considered partially lost or damaged where it is demonstrated that Magyar Posta did not perform adequately due to the missing contents of or damage to registered mail items posted under the postal service substituting the universal postal service in domestic traffic caused by Magyar Posta.



### 11.5. Postal services not substituting the universal postal service

# 11.5.1. Time guarantee

- 1) The actual duration of the time guarantee is given on the respective separate PRODUCT SHEET for each product/service and additional service.
- 2) The rules on liability for the non-performance of the time guarantee service/additional service are given under point 9.
- 11.5.2. Domestic transit times for non-time-guaranteed postal services and postal services not using the time-guaranteed additional service not substituting the universal postal service
- 1) At least 85% of the letter-mail items covered by this point must be delivered, or their delivery attempted, by the end of the third working day after posting and at least 97% by the end of the fifth working day after the date of posting.
- 2) At least 94% of parcels covered by this point must be delivered, or their delivery attempted, by the end of the working day after the date of posting and at least 98% by the end of the second working day after the date of posting.
- 11.5.3. International transit times for postal services not substituting the universal postal service
- 1) Information about the transit times of Europa+ parcels and MPL Europe Standard items is given in the publication COUNTRY GUIDE.



# PRODUCT SHEETS OF POSTAL PRODUCTS/SERVICES AS WELL AS ADDITIONAL AND SUPPLEMENTARY SERVICES<sup>1</sup>

<sup>&</sup>lt;sup>1</sup> The colouring of the headers of the product sheets indicate the given product's or service's classification according to the Postal Services Act (green – universal postal service, yellow – postal service replacing the universal postal service, red – postal service not replacing the universal postal service or additional services available within the scope of the postal service, blue – supplementary services related to postal services which are not classified as postal services).

In the header of the product sheets the name of the product/service contains a direct link to the product sheet on the website <u>posta.hu</u>, which provides more information about the given product or service.



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# Name of product/service

# 1. Priority and non-priority letters (postcards, picture postcards)

#### **Product/service definition**

A priority and non-priority letter, domestic or international mail item, which may contain individual or personal communication, data or information recorded in writing or on any physical data carrier as well as a directly and closely related article with or without commercial value. Magyar Posta specifies the contractual conditions regarding letter-mail items with any content intended for dispatch to international destinations outside the EU customs border in this product sheet noting the additional conditions applicable to "mail items with dutiable content" in case special customs clearance rules should also be taken into account concerning the destination country.

Priority is a service category ensuring the fastest transit time for domestic and international mail under the universal postal service.

The domestic and international postcard is made of card for postcards, does not contain any projecting or embossed part, and is a rectangular letter-mail item.

The domestic and international picture postcard is a postcard with a picture or drawing on one side which may contain a message on the left of the side bearing the address and is classified as a letter-mail item.

### Basic fee for the product/service (HUF/piece), method of payment

The service is VAT exempt.

weight	priority domestic	non-priority domestic
up to 50 g	300	210
up to 500 g	860	630
up to 2 000 g	2 480	1 915

	priority						
	countries within the EU customs border*	countries outside the EU customs border**			other foreign destinations		
weight	-	non- dutiable content	dutiable	content	non- dutiable content	dutiable	content
	-	-	in case of using electronic posting list	without using electronic posting list	-	in case of using electronic posting list	without using electronic posting list
up to 50 g	955	955	1 205	1 440	1 050	1 300	1 535
up to 500	2 540	2 540	2 630	2 865	3 070	3 160	3 395
up to 2000 g	8 925	8 925	8 925	9 160	11 020	11 020	11 255

4/140



				non-priority			_	
	countries within the EU customs border *	countries ou	ountries outside the EU customs border  **			other foreign destinations		
weight	-	non- dutiable content	dutiable	content	non- dutiable content	dutiable	content	
	-	-	in case of using electronic posting list	without using electronic posting list	-	in case of using electronic posting list	without using electronic posting list	
up to 50 g	765	765	1 015	1 250	885	1 135	1 370	
up to 500	2 340	2 340	2 430	2 665	2 930	3 020	3 255	
up to 2000 g	8 125	8 125	8 125	8 360	9 880	9 880	10 115	

<sup>\*</sup>Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Monaco, the Netherlands, Poland, Portugal, Romania, Spain, Sweden, Slovakia, Slovenia

For other (domestic) pricing conditions and fees related to the product see the document OTHER FEES RELATED TO POSTAL SERVICES published on Magyar Posta's website.

The fee for the service can be paid in cash, by bank card payment transaction at workstations stated in information available at postal service outlets and, based on a separate written contract and upon the conditions laid down therein, by bank transfer. The mail items may not be dispatched with postage to be paid by the addressee.

# Contents, packaging, sealing and addressing

Information on the general conditions of posting with regard to the contents, packaging, sealing and addressing of mail items is given in point 3 of the GTC published on Magyar Posta's website, APPENDIX 1 as well as the document DANGEROUS GOODS EXCLUDED FROM TRANSPORTATION BY POST AND TRANSPORTABLE ON CERTAIN CONDITIONS and the link RANGE OF ARTICLES EXCLUDED FROM INTERNATIONAL POSTAL TRAFFIC AND ARTICLES TRANSPORTABLE ON CERTAIN CONDITIONS.

Test specimens from the human body may be posted by priority letter mail provided the packaging complies with the requirements set out in <u>APPENDIX 1</u> published on Magyar Posta's website.

Letters must be placed in an envelope or, if the contents, size or weight do not permit this, a paper cover, box or bag may be used. Envelopes are sealed with their own self-adhesive material.

Postcards and picture postcards do not need to be wrapped or sealed.

Size Domestic mail: letters

Minimum size: 90 x 140 mm.

<sup>\*\*</sup>Albania, Andorra, Armenia, Azerbaijan, Belarus, Bosnia and Herzegovina, Faroe Islands, Gibraltar, Georgia, Iceland, Kosovo, Liechtenstein, Moldova, Montenegro, Northern Macedonia, Norway, Russia, San Marino, Serbia, Switzerland, Turkey, Ukraine, United Kingdom, Vatican



#### Maximum size:

- a) for mail items addressed to a postal address: 324 x 229 x 24 mm;
- b) for mail items addressed "Poste Restante" or to a PO box: the length, width and thickness added together may be at most 900 mm, but the longest side may not exceed 600 mm. For cylindrical shapes the length plus twice the diameter together must be at least 170 mm and at most 1,040 mm, while the length must be at least 100 mm and at most 900 mm.

International mail: letters

Minimum size: 90 x 140 mm.

Maximum size: the length, width and thickness added together may be at most 900 mm, but the longest side may not exceed 600 mm. For cylindrical shapes the length plus twice the diameter together must be at least 170 mm and at most 1,040 mm, while the length must be at least 100 mm and at most 900 mm.

The minimum size of postcards and picture postcards is  $90 \times 140$  mm and the maximum size is  $120 \times 235$  mm for mail items to be sent in both domestic and international mail. A size tolerance of  $\pm 2$  mm is permitted.

#### Weight

At most 2,000 g per letter. Not applicable to postcards and picture postcards.

#### Available at

#### Acceptance points

Letter-mail items with dutiable contents intended to be sent to an international destination may not be posted through a postbox.

# Document in proof of dispatch, address label, accompanying document, technical specifications

Registered letter-mail item with non-dutiable content intended to be posted in international mail (postcard, picture postcard) may be posted with a paper-based document certifying dispatch or an electronic posting list that meets the conditions of the TECHNOLOGICAL GUIDE following 1 July 2019.

A letter-mail item with dutiable content may only be dispatched with a paper-based document in proof of dispatch or an electronic posting list that meets the conditions of the TECHNOLOGICAL GUIDE following 10 September 2020. Magyar Posta does not accept for dispatch letter-mail items with dutiable content posted with a paper-based document in proof of dispatch at the acceptance points listed under "Centres" in the document ACCEPTANCE POINTS AT OPERATIONAL UNITS published on Magyar Posta's website.

In the course of dispatching mail items indicated in the electronic posting list at postal service outlets not marked in column "T" of the Post Office List published on Magyar Posta's website, two copies of the paper-based posting list containing the particulars of the aforementioned items (printed out following the recording of said data in the electronic posting list) as well as the paper-based confirmation by Magyar Posta of the acceptance of the electronic posting list shall be provided to Magyar Posta.

#### Other posting conditions

Mail items that are not classified as letter mail under the definition of the product/service may be handled and priced by Magyar Posta in accordance with this product sheet, simultaneously taking account of the sender's written contract if there is one.

In accordance with the provisions of point 4.2 paragraph 3) of the GTC published on Magyar Posta's website, Magyar Posta only undertakes to conclude a postal service contract for domestic mail items which cannot be



delivered to a letterbox due to their dimensions (maximum size: 324 mm x 229 mm x 24 mm) to be delivered as "Poste Restante" or to a post office box if at least the registered additional service is used.

Postcards and picture postcards of a size, shape and material other than that specified must be placed in an envelope and posted as a letter.

Magyar Posta can only handle letter-mail items that are marked priority and are deposited in a postbox as priority letter mail if the full amount of the postage is paid.

Magyar Posta undertakes to attempt to perform the transit time indicated under the "Transit time" heading if the mail items are posted before the daily forwarding time specified on the announcement in the customer area of postal service outlets or are deposited in a postbox before the last collection time.

Additionally, for customers with a written contract Magyar Posta also undertakes to attempt to perform the transit time indicated under the "Transit time" heading if the mail items are posted

- a) at the postal service point by the time specified for this on the announcement in the customer area;
- b) at the acceptance points indicated in the document ACCEPTANCE POINTS AT OPERATIONAL UNITS published on Magyar Posta's website within the period for acceptance given there.

For customers with a separate written contract, Magyar Posta does not guarantee that priority and non-priority mail items posted after the time specified for this on the announcement in the customer area will be forwarded on the same day.

Addressed international letter-mail items with dutiable content intended for dispatch to countries outside the EU customs border must be accompanied by a customs declaration form (CN 22 or CN 23), which must be completed and signed by the sender. In the event that the physical characteristics of the CN 22 form do not allow the full data content to be entered in its sections, a duly completed CN 23 customs declaration form must be used as an accompanying document.

Letter-mail items with dutiable content intended to be posted in international mail may not be dispatched in prepaid envelops and by paying for postage with a postage stamp with no value indication or marking.

# Additional and supplementary services available

For domestic mail: REGISTERED, ADVICE OF DELIVERY, CERTIFIED PAPER-BASED COPY OF THE DELIVERY CONFIRMATION, SPECIAL CHRISTMAS POSTMARK.

For letter-mail items posted as priority in international mail: the REGISTERED, ADVICE OF DELIVERY additional services, SPECIAL CHRISTMAS POSTMARK.

The service includes the POSTAL TECHNOLOGY TRACKING additional service without the payment of a separate fee if the letter-mail item was posted as a registered mail item.

For letter-mail items intended to be posted in international mail the COUNTRY GUIDE provides information about the conditions of posting, and additional and supplementary services for each country.

# Other information related to the product/service

Dispatching a mail item with dutiable content does not always entail an obligation for the addressee to pay customs duties that are due prior to the delivery of the mail item, because this depends on the clearance rules applied



by the country of destination indicted on the address label with regard to the content placed in the given mail item.

Information about the franking methods and indicia is given in point 5 of the GTC published on Magyar Posta's website as well as the document POSTAGE PAID INDICIA.

Information related to the handling of registered letter-mail items posted to a domestic or an international destination is available on Magyar Posta's website in the possession of the mail identifier.

Information on complaints and indemnity is given in the GTC published on Magyar Posta's website, Points 7 and 9.

#### Delivery

GTC published on Magyar Posta's website, Point 6

As regards unsuccessful delivery attempts performed at postal service outlets marked in column "T" of the POST OFFICE LIST published on Magyar Posta's website as computer-equipped post offices as well as in the DELIVERY AREA of such postal service outlets, Magyar Posta will notify senders about their mail item posted with the registered additional service – indicating the individual registration number of the electronic posting list, the barcode item identifier, the date of the unsuccessful delivery, and the reason for non-delivery – using the e-mail address given by the sender on the electronic posting list.

Mail items sent by international mail are delivered in accordance with the delivery rules applied by the foreign postal operator participating with Magyar Posta in order to perform this service in the country which is the item's place of destination. Details of these are given in the foreign postal operator's general terms and conditions.

#### Transit time

Detailed information on transit times based on calculations of statistical methodology is given in point 11 of the GTC published on Magyar Posta's website.

Information on transit times for mail items sent to an international destination is given in the COUNTRY GUIDE. For mail items containing dutiable goods the period of customs action is not included in the period of the transit time provided by Magyar Posta for information.

# Other services available with the product/service and the conditions for performing these

Inbound registered letter-mail items from abroad that are addressed to an organisation or whose addressing is regarded as such in accordance with paragraphs 9) to 9/B) of point 6.2 of the GTC published on Magyar Posta's website and are posted with the "delivery to addressee in person" additional service are delivered by Magyar Posta in compliance with the general guiding conditions (without fulfilling the special provisions of the additional service).



Name of product/service	2. Priority and non-priority identified letters (postcards, picture postcards)
Product/service definition	The priority and non-priority identified letter is a domestic mail item that is

The priority and non-priority identified letter is a domestic mail item that is given a barcode item identifier and may contain individual or personal communication, data or information recorded in writing or on any physical data carrier as well as a directly and closely related article with or without commercial value.

Priority is a service category which ensures the fastest transit time for domestic and international mail under the universal postal service.

The identified postcard is a domestic, rectangular letter-mail item made of card without any projecting or embossed part which is given a barcode item identifier.

The identified picture postcard is a postcard classified as a domestic letter-mail item which is given a barcode item identifier and has a picture or drawing on one side and may contain a message on the left of the side bearing the address.

# Basic fee for the product/service (HUF/piece), method of payment

The service is VAT exempt.

weight	priority	non-priority
up to 50 g	295	205
up to 500 g	855	625
up to 2 000 g	2 475	1 910

The above fees only apply to mail items posted without the use of an additional service. If an additional service is used, Magyar Posta will apply the fees given on the product sheet of domestic PRIORITY AND NON-PRIORITY LETTERS (POSTCARDS, PICTURE POSTCARDS).

For other (domestic) pricing conditions and fees related to the product, see the document OTHER FEES RELATED TO POSTAL SERVICES published on Magyar Posta's website.

The fee for the service can be paid in cash, by bank card payment transaction at workstations stated in information available at postal service outlets and, on the conditions laid down in a separate written contract, by bank transfer. The mail items may not be dispatched with postage to be paid by the addressee.

# Contents, packaging, sealing and addressing

Information on the general conditions of posting with regard to the contents, packaging, sealing and addressing of mail items is given in point 3 of the GTC published on Magyar Posta's website, APPENDIX 1 as well as the document DANGEROUS GOODS EXCLUDED FROM TRANSPORTATION BY POST AND TRANSPORTABLE ON CERTAIN CONDITIONS and the link RANGE OF ARTICLES EXCLUDED FROM INTERNATIONAL POSTAL TRAFFIC AND ARTICLES TRANSPORTABLE ON CERTAIN CONDITIONS.

Test specimens from the human body may be posted by priority identified letter mail provided the packaging complies with the requirements set out in APPENDIX 1 published on Magyar Posta's website.

Identified letters must be placed in an envelope or, if the contents, size or weight do not permit this, a paper cover, box or bag may be used. Envelopes are sealed with their own self-adhesive material.

Identified postcards and picture postcards do not need to be wrapped or



Magyar Posta	T Ostai Services GTC
	sealed.
Size	Minimum size: 90 x 140 mm; maximum size:  a) for mail items addressed to a specific postal address: 324 x 229 x 24 mm; b) for mail items addressed as "Poste restante" or to a post office box, the combined size for length, width and depth is 900 mm with the longest dimension not exceeding 600 mm. For cylindrical shapes, the length and twice the diameter together must be at least 170 mm and at most 1,040 mm, and the length at least 100 mm and at most 900 mm.  The minimum size of identified postcards and picture postcards is 90 x 140 mm and the maximum size is 120 x 235 mm. A size tolerance of ±2 mm is permitted.
Weight	At most 2,000 g per identified letter. Not applicable to identified postcards and picture postcards.
Available at	Postal service outlets classified as acceptance points and for customers with a written contract also the ACCEPTANCE POINTS AT OPERATIONAL UNITS. Identified letters (postcards and picture postcards) may not be posted by depositing them in a postbox.
Document in proof of dispatch, address label, accompanying document, technical specifications	In order to post the mail items, an electronic posting list needs to be completed and the sender must also provide a barcode item identifier for each mail item in the course of preparation for posting, paying attention to the contents of the document CORRECT ADDRESSING AND PREPARATION OF MAIL ITEMS FOR POSTING published on Magyar Posta's website.  The electronic posting list can be produced based on the TECHNOLOGICAL GUIDE and the barcode item identifier can be produced based on the TECHNICAL DOCUMENTATION or using the EPOSTINGBOOK business application in accordance with the SEPARATE GTC made available by Magyar Posta free of charge.  When dispatched at a postal service outlet not marked in column "T" of the POST OFFICE LIST published on Magyar Posta's website, in addition to the above, the sender must make available to Magyar Posta printed copies of both the posting list containing the details of the mail items indicated on the electronic posting list and Magyar Posta's confirmation acknowledging receipt of the sent electronic posting list.
Other posting conditions	Mail items that are not classified as letter mail under the definition of the product/service may be handled and priced by Magyar Posta in accordance with this product sheet, simultaneously taking account of the sender's written contract if there is one.  As regards mail items that cannot be delivered to a letterbox due to their dimensions in accordance with paragraph 3) of point 4.2 of the GTC published on Magyar Posta's website (maximum size: 324 x 229 x 24 mm), Magyar Posta only undertakes to enter into a postal service contract in order to deliver them as "poste restante" or addressed to a post office box if at least the registered additional service is used.

Identified postcards and picture postcards of a size, shape and material other than that specified must be placed in an envelope and posted as an identified letter.

Magyar Posta undertakes to attempt to perform the transit time indicated under the "Transit time" heading if the mail items are posted before the daily



forwarding time specified on the announcement in the customer area of postal service outlets.

Additionally, for customers with a separate written contract Magyar Posta also undertakes to attempt to perform the transit time indicated under the "Transit time" heading if the mail items are posted

- a) at the postal service point by the time specified for this on the announcement in the customer area;
- b) at the acceptance points indicated in the document ACCEPTANCE POINTS AT OPERATIONAL UNITS published on Magyar Posta's website within the period for acceptance given there.

For customers with a separate written contract, Magyar Posta does not guarantee that priority and non-priority identified letter-mail items posted after the time specified for this on the announcement in the customer area will be forwarded on the same day.

# Additional and supplementary services available <sup>2</sup>

REGISTERED, ADVICE OF DELIVERY, SPECIAL CHRISTMAS POSTMARK

# Other information related to the product/service

If, in the course of checking the address given on a mail item against the details in the electronic posting list, Magyar Posta notices that, due to a difference in the details, the mail item intended for posting appearing on the list cannot be classified as an identified letter (postcard, picture postcard) or the barcode mail identifier does not comply with the specifications of the TECHNICAL DOCUMENT published on Magyar Posta's website, all the mail items on the electronic posting list will be priced and handled in accordance with the contractual conditions given on the product sheet for the domestic PRIORITY AND NON-PRIORITY LETTERS (POSTCARDS, PICTURE POSTCARDS) and in this case the sender will be obliged to pay the difference in price.

Information about the franking methods and indicia is given in point 5 of the GTC published on Magyar Posta's website as well as the document POSTAGE PAID INDICIA.

Information on complaints and indemnity is given in Points 7 and 9 of the GTC published on Magyar Posta's website.

The identified letter (postcard, picture postcard) is not a registered mail item despite the fact that it has a barcode item identifier. Thus Magyar Posta will not be liable for compensation in the event that the postal service contract entered into is not performed or not performed in accordance with the contract (in particular if the mail item is destroyed, is partly or fully lost or is damaged), except if the damage is caused by the intentional act of Magyar Posta or a person acting on its behalf.

Magyar Posta does not ensure the availability of information regarding the date of and reason for the unsuccessful delivery attempt of a mail item if, due to an unforeseeable obstacle (e.g. problem in the PDA data connection or network coverage), this information is not available in Magyar Posta's system of records.

#### **Delivery**

GTC published on Magyar Posta's website, Point 6

As regards unsuccessful delivery attempts performed at postal service outlets marked in column "T" of the POST OFFICE LIST published on Magyar Posta's

<sup>&</sup>lt;sup>2</sup> If an additional service is used, Magyar Posta will treat the identified letter (postcard, picture postcard) in accordance with the contractual conditions given on the product sheet for domestic PRIORITY AND NON-PRIORITY LETTERS (POSTCARDS, PICTURE POSTCARDS), and will indicate it as such also on the invoice.



website as computer-equipped post offices as well as in the Delivery Area of such postal service outlets, Magyar Posta will notify senders about their mail item – indicating the individual registration number of the electronic posting list, the barcode item identifier, the date of the unsuccessful delivery, and the reason for non-delivery – using the e-mail address given by the sender on the electronic posting list or, based on the sender's separate instruction about this, enables these to be viewed in a repository provided by Magyar Posta.

#### Transit time

Detailed information on transit times based on calculations of statistical methodology is given in point 11 of the GTC published on Magyar Posta's website.



Name of product/service	3. Domestic reply mail item service
Product/service definition	When using the domestic reply mail service, the sender of the reply mail item may return a letter or postcard (reply mail item) previously made available to the sender by the producer of the reply mail item to the name and post office box address of the producer (manufacturer) of the reply mail item (addressee) for the purpose of replying.

### Basic fee for the product/service, method of payment

The service is VAT exempt.

For reply mail items, in accordance with the written contract, the addressee (the producer of the reply mail item) must pay the fee for the letter (postcard) dependent on priority or non-priority, the requested additional and supplementary services, and the weight of the item.

Apart from the priority, additional and supplementary services requested by the addressee (the producer of the reply mail item), the person returning the reply mail item must pay the fee for any other registered or advice of delivery additional service or the priority tariff required when returning the item.

The method of payment is stated in the written contract.

Contents, packaging, sealing and addressing	Information on the general conditions of posting with regard to the contents, packaging, sealing and addressing of mail items is given in point 3 of the GTC published on Magyar Posta's website, APPENDIX 1 as well as the document DANGEROUS GOODS EXCLUDED FROM TRANSPORTATION BY POST AND TRANSPORTABLE ON CERTAIN CONDITIONS.
Size	Reply mail
	Minimum size: 90 x 140 mm.
	Maximum size: the length, width and thickness added together may be at most 900 mm, but the longest side may not exceed 600 mm.
	For cylindrical shapes the length plus twice the diameter together must be at least 170 mm and at most 1,040 mm, while the length must be at least 100 mm and at most 900 mm.
	The minimum size of reply postcards and reply picture postcards is 90 mm $\times$ 140 mm and the maximum size is 120 mm $\times$ 235 mm. A size tolerance of $\pm$ 2 mm is permitted.
Weight	Identical to the specifications on the product sheet of priority and non-priority letters (postcards, picture postcards).
Available at	Postal service outlets classified as acceptance points and ACCEPTANCE POINTS AT OPERATIONAL UNITS.
Document in proof of dispatch, address label, accompanying document, technical specifications	-
Other posting conditions	Magyar Posta handles the following as unregistered, non-priority reply mail items:
	items marked "K" found in postboxes.
	Reply mail items may also be used in the years following the date



of the year in the contract number except if the producer of the reply mail item (addressee) marked the validity deadline for posting the reply mail item made available to the sender for the purpose of replying on the reply mail item and the reply mail item was posted before this deadline.

Reply mail items for which the addressee of the mail item (the producer of the reply mail) did not enter into a written contract with Magyar Posta beforehand or on which the form of the address label or the material of the reply mail item does not conform with postal regulations will be handled as mail sent with unpaid postage and will only be delivered if the addressee of the mail item (the producer of the reply mail) pays the extra charge for unpaid postage (postage due) in addition to the dispatch charge for the mail prior to delivery.

Magyar Posta undertakes to attempt to perform the transit time indicated under the "Transit time" heading if the mail items are posted before the daily forwarding time specified on the announcement in the customer area of postal service outlets.

Additionally, Magyar Posta also undertakes to attempt to perform the transit time indicated under the "Transit time" heading if the mail items are posted

- a) at the postal service point by the time specified for this on the announcement in the customer area;
- b) at the acceptance points indicated in the document ACCEPTANCE POINTS AT OPERATIONAL UNITS published on Magyar Posta's website within the period for acceptance given there..

# Additional and supplementary services available

Priority, REGISTERED, ADVICE OF DELIVERY, CERTIFIED PAPER-BASED COPY OF THE DELIVERY CONFIRMATION.

The service includes the POSTAL TECHNOLOGY TRACKING additional service without the payment of a separate fee if the mail item was posted as a registered mail item. It also contains the option for the producer of the reply mail item (addressee) to set a deadline for posting the reply mail item free of charge to be indicated on the cover. By using the supplementary service for setting such a deadline, the producer of the reply mail item (addressee) expressly consents to Magyar Posta omitting attempting to deliver reply mail items posted after the set deadline.

# Other information related to the product/service

Only available with a written contract.

Magyar Posta regards the sender posting in Hungary a reply mail item complying with the technical guide for international business reply mail items made available to the sender by the addressee, (i.e. the producer of the reply mail item) to the addressee's (i.e. the reply mail producer's) address in Hungary as the use of the domestic reply mail service.

Magyar Posta delivers reply mail items (including reply mail items which cannot be delivered to a letterbox due to their size) to the addressee (the producer of the reply mail item) in accordance with the provisions of the written contract signed with the addressee of the mail item (the producer of the reply mail item).

Reply mail items with a size exceeding 324 x 229 x 24 mm can only be



posted with at least the registered additional service.

Information about the franking methods and indicia is given in point 5 of the GTC published on Magyar Posta's website as well as the document POSTAGE PAID INDICIA.

If the reply mail item is classified as a registered mail item based on the additional service requested by the addressee (the producer of the reply mail) or the sender of the reply mail item, INFORMATION related to postal handling is available on Magyar Posta's website in the possession of the mail identifier.

Information on complaints and indemnity is given in the GTC published on Magyar Posta's website, Points 7 and 9.

### Delivery

- a) Magyar Posta issues a notification of the arrival of both registered and non-registered mail items, and only deposits the notification in the post office box;
- b) if
  - ba) reply mail items with a set deadline for posting free of charge are posted after the deadline;
  - bb) the mail item's addressee (the producer of the reply mail) does not collect the reply mail items,

Magyar Posta will retain the reply mail items in accordance with the regulations set out in the GTC published on Magyar Posta's website, Point 4, and destroy the reply mail items after the expiry of the time-limit for retention.

#### Transit time

Detailed information on transit times based on calculations of statistical methodology is given in point 11 of the GTC published on Magyar Posta's website.

## Other conditions related to the use of the product/service

The design conditions, which must be satisfied by the addressee of the mail item (the producer of the reply mail item) in all cases, are contained in the technical guide issued by Magyar Posta. The post office box address details of the addressee of the mail item (the producer of the reply mail item) as well as the markings of the requested additional and supplementary services may be printed or indicated using another means of reproduction on the reply mail item.

A condition of using the service is for the addressee of the mail item (the producer of the reply mail item) to sign a written contract with Magyar Posta with an original sample of the reply mail item approved by Magyar Posta and signed by the contracting parties appended to it. A sample reply mail item must be shown to Magyar Posta for each issue.

In order to ensure the delivery of the returned reply mail items, the addressee of the mail item (the producer of the reply mail item) must conclude a separate written post office box rental contract.

Reply mail items with a size larger than  $324 \times 229 \times 24$  mm may only be posted using at least the registered additional service.

The fee payable by the addressee of the mail item (the producer of the reply mail item) and the method of paying the fee is contained in the written contract.

The addressee of the mail item (producer of the reply mail item) undertakes the obligation to accept the reply mail items posted to its address and to pay



the fees advertised by Magyar Posta in accordance with the tariffs valid at the time of their delivery for the posted reply mail items also in the event that the separate written contract has expired in the meantime.

Recording the fact of delivery of non-registered and registered reply mail items handled within the pick-up and delivery service is to be acknowledged in accordance with the provisions of the written contract concluded for the pick-up and delivery service. Magyar Posta will not deliver reply mail items whose fee is to be paid in cash, only notification advising the addressee of their arrival.



### Name of product/service

### 4. Contractual discount direct mail (k-dm)

### **Product/service definition**

Mail items sent by domestic mail which contain an advertisement, or marketing or promotional material recorded on a physical data carrier (which may also contain a small object or sample product, etc.) and have the same content apart from the name, address and ID number of the addressee, and any other data that do not alter the advertising nature of the message.

### Basic fee for the product/service (HUF/piece), method of payment

The service is VAT exempt.

acceptance point		Postal service outlet Pest Postal Letter Centre Logistics Unit			National Logistics Centre		
quantity bands  weight processing level		500-2,000 items	2001-10,000 items	over 10,000 items	500-2,000 items	2,001-10,000 items	over 10,000 items
up to 50 g	standard	193	192	190	193	168	156
ar to to g	automated		172	169		150	134
up to 500 g	standard	576	571	566	576	502	465
ap to ooo g	automated		510	502		446	400

The method of payment is stated in the written contract.

Contents, packaging, sealing and addressing	Information on the general conditions of posting with regard to the contents, packaging, sealing and addressing of mail items is given in point 3 of the GTC published on Magyar Posta's website, APPENDIX 1 as well as the document DANGEROUS GOODS EXCLUDED FROM TRANSPORTATION BY POST AND TRANSPORTABLE ON CERTAIN CONDITIONS.		
Size	Minimum size: 90 x 140 mm.  Maximum size:		
	for mail items addressed to a postal address: 324 x 229 x 24 mm;		
for mail items addressed "Poste Restante" or to a PO box: the width and thickness added together may be at most 900 mm, be longest side may not exceed 600 mm. For cylindrical shapes the plus twice the diameter together must be at least 170 mm and a 1,040 mm, while the length must be at least 100 mm and at momm.			
	The minimum size of postcards and picture postcards is $90 \times 140$ mm and the maximum size is $120 \times 235$ mm. A size tolerance of $\pm 2$ mm is permitted.		
Weight	At most 500g/letter.		
Available at	Postal service outlets classified as acceptance points, ACCEPTANCE		



#### POINTS AT OPERATIONAL UNITS.

### Document in proof of dispatch, address label, accompanying document, technical specifications

A paper-based or electronic posting list in accordance with the TECHNOLOGICAL GUIDE must be completed to post the items.

### Other posting conditions

- a) minimum dispatch quantity for a single dispatch: 500 items, which can be calculated together with the number of contractual discount identified direct mail items posted simultaneously;
- b) the inscription "KDM" must be marked to the left of the address on the item;
- c) 1 specimen and 3 empty envelopes for each item type must be attached to each posting list;
- d) the sender acknowledges that Magyar Posta may inspect the contents of mail items.

The conditions for classification as suitable for automated processing are given in the document CORRECT ADDRESSING AND PREPARATION OF MAIL ITEMS FOR POSTING published on Magyar Posta's website.

In accordance with the provisions of point 4.2 paragraph 3) of the GTC published on Magyar Posta's website, Magyar Posta only undertakes to conclude a postal service contract for mail items which cannot be delivered to a letterbox due to their dimensions (maximum size: 324 mm x 229 mm x 24 mm) to be delivered as "Poste Restante" or to a post office box if at least the registered additional service is used.

Magyar Posta undertakes to attempt to perform the transit time indicated under the "Transit time" heading provided the mail items are posted before the daily forwarding time specified on the announcement in the customer area of postal service outlets.

Additionally, Magyar Posta also undertakes to attempt to perform the transit time indicated under the "Transit time" heading provided the mail items are posted

- a) at the postal service point by the time specified for this on the announcement in the customer area;
- b) at the acceptance points indicated in the document ACCEPTANCE POINTS AT OPERATIONAL UNITS published on Magyar Posta's website within the period for acceptance given there.

## Additional and supplementary services available

REGISTERED, ADVICE OF DELIVERY, CERTIFIED PAPER-BASED COPY OF THE DELIVERY CONFIRMATION.

The service includes the POSTAL TECHNOLOGY TRACKING additional service without the payment of a separate fee if the mail item was posted as a registered mail item.

### Other information related to the product/service

Only available with a written contract.

When establishing the dispatch quantity, only the different weight and sorting categories of items which comply with the "k-dm" pricing conditions may be combined.

At the acceptance points indicated in the document ACCEPTANCE



POINTS AT OPERATIONAL UNITS published on Magyar Posta's website, when determining the quantity for dispatch, the number of "k-dm" items provided by the sender on one or more paper-based or electronic posting lists associated with one customer code/agreement code may not be combined with other item types.

The tariffs in the table may be applied if all the posting conditions listed are complied with.

When determining the contents of the advertisement, the sender is always obliged to take into account the prohibitions and restrictions of the advertising law effective at the time of posting.

Unless the law otherwise prescribes, advertising in k-dm can be sent to a natural person as the addressee of the advertisement through direct marketing without the addressee's prior, express consent, but it must be ensured that the addressee can forbid an advertisement being sent at any time free of charge and without restriction. If the addressee forbids direct mail, no advertisement may be sent to the person concerned by direct marketing thereafter. To enable the addressee to cancel (prohibit or withdraw consent for) direct mail, unless otherwise prescribed by law, the sender must place in the k-dm an addressed reply letter (reply mail item) which can be posted free of charge as a registered item and delivered in a verifiable manner.

Information about the franking methods and indicia is given in point 5 of the GTC published on Magyar Posta's website as well as the document POSTAGE PAID INDICIA.

INFORMATION related to the postal handling of the posted registered mail item is available on Magyar Posta's website in the possession of the mail identifier.

Information on complaints and indemnity is given in the GTC published on Magyar Posta's website, Points 7 and 9.

### Delivery

### GTC published on Magyar Posta's website, Point 6

As regards unsuccessful delivery attempts performed at postal service outlets marked in column "T" of the POST OFFICE LIST published on Magyar Posta's website as computer-equipped post offices as well as in the DELIVERY AREA of such postal service outlets, Magyar Posta will notify senders about their mail item posted with the registered additional service – indicating the individual registration number of the electronic posting list, the barcode item identifier, the date of the unsuccessful delivery, and the reason for non-delivery – using the email address given by the sender on the electronic posting list.

### **Transit time**

Detailed information on transit times based on calculations of statistical methodology is given in point 11 of the GTC published on Magyar Posta's website.



### Name of product/service

### 5. Contractual discount identified direct mail (k-dm)

### Product/service definition

Domestic mail items which are given a barcode item identifier and contain an advertisement, or marketing or promotional material recorded on a physical data carrier (which may also contain a small object or sample product, etc.) and have the same content apart from the name, address and ID number of the addressee, and any other data that do not alter the advertising nature of the message.

### Basic fee for the product/service (HUF/piece), method of payment

The service is VAT exempt.

acceptance point		Postal service outlet Pest Postal Letter Centre Logistics Unit			National Logistics Centre		
quantity bands  weight processing level		500-2,000 items	2,001-10,000 items	over 10,000 items	500-2,000 items	2,001-10,000 items	over 10,000 items
up to 50 g	standard	187	186	184	187	162	150
ar to to g	automated		166	163		144	128
up to 500 g	standard	570	565	560	570	496	459
up 10 000 g	automated		504	496		440	394

The above fees only apply to mail items posted without the use of an additional service. If an additional service is used, Magyar Posta will apply the fees given on the CONTRACTUAL DISCOUNT DIRECT MAIL (K-DM) product sheet.

The method of payment is stated in the written contract.

### Contents, packaging, sealing and addressing

Information on the general conditions of posting with regard to the contents, packaging, sealing and addressing of mail items is given in point 3 of the GTC published on Magyar Posta's website, APPENDIX 1 as well as the document DANGEROUS GOODS EXCLUDED FROM TRANSPORTATION BY POST AND TRANSPORTABLE ON CERTAIN CONDITIONS.

#### Size

Minimum size: 90 x 140 mm;

maximum size:

- a) for mail items addressed to a specific postal address:  $324 \times 229 \times 24 \text{ mm}$ ;
- b) for mail items addressed as "Poste restante" or to a post office box, the combined size for length, width and depth is 900 mm with the longest dimension not exceeding 600 mm. For cylindrical shapes, the length and twice the diameter together must be at least 170 mm and at most 1,040 mm, and the length at least 100 mm and at most 900 mm.

The minimum size of postcards and picture postcards that can be sent as an identified k-dm item is 90 x 140 mm and the maximum size is 120 x



Magyar Posta	rostai Services C
	235 mm. A size tolerance of ±2 mm is permitted.
Weight	At most 500g/identified k-dm item.
Available at	Postal service outlets classified as acceptance points, ACCEPTANCE POINTS AT OPERATIONAL UNITS.
Document in proof of dispatch, address label, accompanying document, technical specifications	In order to post the mail items, an electronic posting list needs to be completed and the sender must also provide a barcode item identifier for each mail item in the course of preparation for posting, paying attention to the contents of the document CORRECT ADDRESSING AND PREPARATION OF MAIL ITEMS FOR POSTING published on Magyar Posta's website.
	The electronic posting list can be produced based on the TECHNOLOGICAL GUIDE and the barcode item identifier can be produced based on the TECHNICAL DOCUMENTATION or using the EPOSTINGBOOK business application in accordance with the SEPARATE GTC made available by Magyar Posta free of charge.
	When dispatched at a postal service outlet not marked in column "T" of the POST OFFICE LIST published on Magyar Posta's website, in addition to the above, the sender must make available to Magyar Posta printed copies of both the posting list containing the details of the mail items indicated on the electronic posting list and Magyar Posta's confirmation acknowledging receipt of the sent electronic posting list.
Other posting conditions	a) minimum dispatch quantity for a single dispatch: 500 items, which can be calculated together with the number of contractual discount direct mail items posted simultaneously;
	b) the inscription "KDM" must be marked to the left of the address on the item;
	c) 1 specimen and 3 empty envelopes for each item type must be attached to each posting list;
	d) the sender acknowledges that Magyar Posta may inspect the contents of mail items.
	The conditions for classification as suitable for automated processing are given in the document CORRECT ADDRESSING AND PREPARATION OF MAIL ITEMS FOR POSTING published on Magyar Posta's website.
	As regards mail items that cannot be delivered to a letterbox due to their dimensions in accordance with paragraph 3) of point 4.2 of the GTC published on Magyar Posta's website (maximum size: 324 x 229 x 24 mm), Magyar Posta only undertakes to enter into a postal service contract in order to deliver them as "poste restante" or addressed to a post office box if at least the registered additional service is used.
	Magyar Posta undertakes to attempt to perform the transit time indicated under the "Transit time" heading provided the mail items are posted before the daily forwarding time specified on the announcement in the customer area of postal service outlets.
	Additionally, for customers with a separate written contract Magyar Posta also undertakes to attempt to perform the transit time indicated under the "Transit time" heading provided the mail items are posted



- a) at the postal service point by the time specified for this on the announcement in the customer area;
- b) at the acceptance points indicated in the document ACCEPTANCE POINTS AT OPERATIONAL UNITS published on Magyar Posta's website within the period for acceptance given there.

## Additional and supplementary services available<sup>3</sup>

REGISTERED, ADVICE OF DELIVERY.

### Other information related to the product/service

Only available with a written contract.

When establishing the dispatch quantity, only the different weight and sorting categories of items which comply with the identified "k-dm" pricing conditions may be combined.

If the mail items are posted in the National Logistics Centre, when determining the quantity for dispatch, the number of identified "k-dm" items provided by the sender on one or more posting lists for a single customer code may not be combined with other item types.

The tariffs in the table may be applied if all the posting conditions listed are complied with.

When determining the contents of the advertisement, the sender is always obliged to take into account the prohibitions and restrictions of the advertising law effective at the time of posting.

Unless the law otherwise prescribes, advertising in identified "k-dm" can be sent to a natural person as the addressee of the advertisement through direct marketing without the addressee's prior, express consent, but it must be ensured that the addressee can forbid an advertisement being sent at any time free of charge and without restriction. If the addressee forbids direct mail, no advertisement may be sent to the person concerned by direct marketing thereafter. To enable the addressee to cancel (prohibit or withdraw consent for) direct mail, unless otherwise prescribed by law, the sender must place in the identified k-dm an addressed reply letter (reply mail item) which can be posted free of charge as a registered item and delivered in a verifiable manner.

If, in the course of checking the address given on a mail item against the details in the electronic posting list, Magyar Posta notices that, due to a difference in the details, the mail item intended for posting appearing on the list cannot be classified as an identified "k-dm" letter (postcard, picture postcard) or the barcode mail identifier does not comply with the specifications of the TECHNICAL DOCUMENT published on Magyar Posta's website, all the mail items on the electronic posting list will be priced and handled in accordance with the contractual conditions given on the product sheet for the CONTRACTUAL DISCOUNT DIRECT MAIL (K-DM) and in this case the sender will be obliged to pay the difference in price.

Information about the franking methods and indicia is given in point 5

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<sup>&</sup>lt;sup>3</sup> If an additional service is used, Magyar Posta will treat the mail item in accordance with the contractual conditions given on the product sheet for CONTRACTUAL DISCOUNT DIRECT MAIL (K-DM), and will indicate it as such also on the invoice.



of the GTC published on Magyar Posta's website as well as the document POSTAGE PAID INDICIA.

Information on complaints and indemnity is given in the GTC published on Magyar Posta's website, Points 7 and 9.

The identified k-dm mail item is not a registered mail item despite the fact that it has a barcode item identifier. Thus Magyar Posta will not be liable for compensation in the event that the postal service contract entered into is not performed or not performed in accordance with the contract (in particular if the mail item is destroyed, is partly or fully lost or is damaged), except if the damage is caused by the intentional act of Magyar Posta or a person acting on its behalf.

Magyar Posta does not ensure the availability of information regarding the date of and reason for the unsuccessful delivery attempt of a mail item if, due to an unforeseeable obstacle (e.g. problem in the PDA data connection or network coverage), this information is not available in Magyar Posta's system of records.

#### **Delivery**

### GTC published on Magyar Posta's website, Point 6

As regards unsuccessful delivery attempts performed at postal service outlets marked in column "T" of the POST OFFICE LIST published on Magyar Posta's website as computer-equipped post offices as well as in the DELIVERY AREA of such postal service outlets, Magyar Posta will notify senders about their mail item – indicating the individual registration number of the electronic posting list, the barcode item identifier, the date of the unsuccessful delivery, and the reason for non-delivery – using the e-mail address given by the sender on the electronic posting list or, based on the sender's separate instruction about this, enables these to be viewed in a repository provided by Magyar Posta.

#### Transit time

Detailed information on transit times based on calculations of statistical methodology is given in point 11 of the GTC published on Magyar Posta's website.



### Name of product/service

#### Official document

#### Product/service definition

A domestic registered mail item which is sent by the government or local government agencies or any other body or person defined by law where the item is posted or delivered on paper or an electronic data carrier or using an electronic communication network. Such documents have legal consequences related to their posting or (attempted) delivery or the dates of these, and serve as a basis for the calculation of time-limits laid down by law. Furthermore, an official document is also any mail item which is classified as such by relevant legislation.

### Basic fee for the product/service (HUF/piece), method of payment

6.

The service is VAT exempt.

weight	Official document*	"Official document for delivery to addressee in person"*
0 to 2 kg	1 150	1 725
2 to 20 kg	10 350	10 925
20 to 40 kg	20 700	21 275

The fee for the service can be paid in cash, by bank card payment transaction at workstations stated in information available at postal service outlets and, based on a separate written contract and upon the conditions laid down therein, by bank transfer. The mail items may not be dispatched with postage to be paid by the addressee.

### Contents, packaging, sealing and addressing

Information on the general conditions of posting with regard to the contents, packaging, sealing and addressing of mail items is given in point 3 of the GTC published on Magyar Posta's website, APPENDIX 1 as well as the document <u>DANGEROUS GOODS EXCLUDED FROM TRANSPORTATION BY POST AND TRANSPORTABLE ON CERTAIN CONDITIONS.</u>

A password or a fancy name may not be used instead of the name of the addressee on official documents addressed to a PO box even based on a written contract entered into with the addressee.

#### Size

a) for official documents weighing 2 kg at most,

Minimum size: 90 x 140 mm;

Maximum size: the length, width and thickness added together may be at most 900 mm, but the longest side may not exceed 600 mm;

For cylindrical shapes the length plus twice the diameter together must be at least 170 mm and at most 1,040 mm, while the length must be at least 100 mm and at most 900 mm.

b) for official documents weighing more than 2 kg, identical to the specifications on the product sheet for MPL Postal Parcels.

### Weight

Up to max. 40 kg/item.

### Available at

a) for official documents weighing 2 kg at most, postal service outlets classified as acceptance points;



- b) for official documents weighing more than 2 kg, postal service outlets designated for postal parcels, which are indicated in column "N" of the POST OFFICE LIST published on Magyar Posta's website;
- c) for customers with a written contract also the ACCEPTANCE POINTS AT OPERATIONAL UNITS

### Document in proof of dispatch, address label, accompanying document, technical specifications

The completion of an electronic posting list is necessary to post the mail items.

The electronic posting list may be produced based on the technical guide provided by Magyar Posta or using the EPOSTINGBOOK business application in accordance with the SEPARATE GTC made available by Magyar Posta free of charge.

When dispatched at a postal service outlet not marked in column "T" of the POST OFFICE LIST published on Magyar Posta's website, the sender must make available to Magyar Posta

- a) 2 copies of a paper-based posting list containing the details of the mail items indicated on the electronic posting list in the course of the dispatch of the mail items concerned;
- b) Magyar Posta's confirmation acknowledging receipt of the sent electronic posting list also on paper.

The requirements of content and format of the delivery confirmation are contained in the annex following the product sheet.

### Other posting conditions

The "Official document to addressee in person" service is not available with mail items which are addressed to an organisation or whose addressing is deemed as such.

The sender undertakes to

- a) legibly mark on the mail item the addresses of the sender and the addressee observing the requirements given in sub-points
   b) to d) of paragraph 7) or paragraphs 8) to 9) of point 3.5 of the GTC published on Magyar Posta's website;
- b) indicate in every case alongside the address on official documents the type of marking on the notification to be left for or sent to the addressee in the event of an unsuccessful delivery attempt in person;
- c) when using the "Official document for delivery to the addressee in person" service, mark the front of the mail item "saját kézbe" ("to addressee in person") or indicate the "SK" marking;
- d) inform Magyar Posta of the planned posting of an official document weighing more than 20 kg on the working day prior to posting.

Magyar Posta undertakes to attempt to perform the transit time indicated under the "Transit time" heading if the mail items are posted before the daily forwarding time specified on the announcement in the customer area of postal service outlets.

Additionally, for customers with a written contract Magyar Posta also undertakes to attempt to perform the transit time indicated



under the "Transit time" heading if the mail items are posted

- a) at the postal service point by the time specified for this on the announcement in the customer area;
- b) at the acceptance points indicated in the document ACCEPTANCE POINTS AT OPERATIONAL UNITS published on Magyar Posta's website within the period for acceptance given there.

## Additional and supplementary services available

CERTIFIED PAPER-BASED COPY OF THE DELIVERY CONFIRMATION.

The service includes the postal technology tracking additional service without the payment of a separate fee.

### Other information related to the product/service

Under the service described on this product sheet, Magyar Posta makes available the delivery confirmation described in the annex following this product sheet – in the absence of an additional service requested for a fee through the sender's declaration – in an electronic form

- a) by ensuring it can be viewed in the storage space provided by Magyar Posta,
- b) by the means chosen by the sender for the transfer of data files from the options given in the TECHNOLOGY GUIDE.

The "Customer's own notes" section on the delivery confirmation described in the annex following the product sheet may not always contain the details given in the electronic posting list or in the EPOSTINGBOOK if

- a) the sender prepared the official document for posting during the outage time of the availability of the ePostingBook application;
- b) due to an unforeseeable technical obstacle during the acceptance of the official document for dispatch, the electronic posting list's data file cannot be downloaded;
- c) due to an unforeseeable obstacle the information marked in this section is not available in the system controlling the production of the delivery confirmation.

After the delivery of the official document, in addition to making the delivery confirmation available to the sender, Magyar Posta will provide the delivery confirmation, or its details, or a paper-based copy of it against the payment of the fee of

- a) the CERTIFIED PAPER-BASED COPY OF THE DELIVERY CONFIRMATION additional service or
- b) the DATA SUPPLY supplementary service dependent on the time when the sender makes the request.

If Magyar Posta discovers in the course of performing the service that a posted mail item cannot be classified as an official document or the detailed regulations given on this product sheet for posting official documents are not fulfilled even after consultation with the sender, Magyar Posta will deliver the item by personal handover as a registered item posted with the advice of delivery additional service. The sender must pay the difference between the fee payable for the official document service and the fee for the advice of delivery additional service (weight fee, registered and advice of delivery).

If there is no possibility to consult the sender, Magyar Posta will act in accordance with the general rules and will return the official document to the sender.



Information about the franking methods and indicia is given in point 5 of the GTC published on Magyar Posta's website as well as the document POSTAGE PAID INDICIA.

INFORMATION related to the postal handling of the posted official document is available on Magyar Posta's website in the possession of the mail identifier.

Information on complaints and indemnity is given in the GTC published on Magyar Posta's website, points 7 and 9.

### Delivery

### GTC published on Magyar Posta's website, point 6

Magyar Posta delivers official documents addressed to a natural person to the addressee or other authorised recipient and "official documents for delivery to the addressee in person" by handing them over in person to the addressee or the authorised representative of the addressee entitled to receive such mail items or all mail items. In the case of official documents delivered to the address of an organisation – with the exception of the cases described in subpoints aa) and ab) – the organisation's representative or its agent authorised by this representative to receive official documents or all documents shall be entitled to receive such items. Magyar Posta delivers "official documents for delivery to the addressee in person" addressed to an organisation or addressed in a manner regarded as such in accordance with paragraphs 9) to 9/B) of point 6.2 of the GTC published on Magyar Posta's website complying with the general conditions of this product sheet, without fulfilling the special provisions for "official documents for delivery to the addressee in person".

Official documents may not be delivered:

- a) to the following persons regarded as the organisation's representatives:
  - aa) to an organisation's employees or members present in the organisation's shop or other area open to customers;
  - ab) if the organisation operates a reception, to the natural person employed there;
- b) to occasional recipients;
- c) to the landlord or provider of accommodation at an address if they are a natural person.

Upon delivery of an official document, in order to prove that the document was handed over, the type and alphanumeric number of the document proving identity, the entitlement to receive the official document (except if the official document is handed over to the addressee), and the legible name of the recipient must be marked on the delivery document or the technical device for recording the fact of delivery. Upon delivery of an official document arriving in Hungary from abroad, the recipient's address must be marked on the delivery document or the technical device for recording the fact of delivery in addition to the particulars listed above.

If the first delivery attempt is unsuccessful (except if the addressee refused to accept the item or Magyar Posta has received information concerning the delivery in a declaration), Magyar Posta will leave a notification used for such purposes for the addressee about the arrival of the official document and its unsuccessful delivery attempt at the address or may send a notification about this to the addressee's domestic mobile phone



number suitable for receiving text messages, or the addressee's e-mail address or other official electronic means of contact made available to Magyar Posta. After that, Magyar Posta will retain the official document for the addressee or other authorised recipient at the delivery point indicated on the notification or in the electronic notification and attempt to deliver it again on the fifth working day after the day of unsuccessful delivery.

If the second delivery attempt is also unsuccessful, Magyar Posta will leave a notification used for official documents for the addressee at the address or may send a notification to the addressee's domestic mobile phone number suitable for receiving text messages, or the addressee's email address or other official electronic means of contact made available to Magyar Posta. After that, Magyar Posta will retain the official document for the addressee or other authorised recipient at the delivery point indicated on the notification or in the electronic notification for five working days from the day following the second delivery attempt.

The day of the second delivery attempt of an official document and, if it is unsuccessful, the collection deadline established based on the retention (holding) period following the second delivery attempt is not influenced by the potential use of the "Repeated delivery on an agreed day or at an agreed time" additional service described on a separate product sheet requested by the addressee but completed without success.

If the document is uncollected after the time-limit for collection established based on the retention (holding) period indicated in the second notification has expired, on the following working day Magyar Posta will return the official document to the sender marked "nem kereste" (not collected) on the delivery confirmation.

Magyar Posta provides information about the arrival of an official document addressed to a post office box by depositing a notification used for such purposes in the post office box even if the official document is addressed to the post office box but is not addressed to the holder of the post office box.

Magyar Posta, even if otherwise instructed by the addressee, forwards official documents to the addressee's new address in Hungary entered in the register through the use of the redirecting service under the scope of a written contract for the redirecting service.

Magyar Posta leaves notification of the arrival of an official document for the addressee if the addressee's authorised representative refuses to accept the official document.

In the case of a "Poste Restante" official document no notification is issued. If the 10-working day period of retention (holding) for collection has expired without result, the item is returned to the sender marked "nem kereste" (not collected).

#### Transit time

Detailed information on transit times based on calculations of statistical methodology is given in point 11 of the GTC published on Magyar Posta's website.





6.1. -4

Annex 2

### 6.2. The requirements of format and content for the delivery confirmation for posting official documents<sup>5</sup>

The delivery confirmation shown in this Annex is used by Magyar Posta for official documents sent in Hungary and for foreign official documents to be delivered in Hungary at the request of a foreign court or authority as an electronic document recorded using a technical device for recording the fact of delivery.

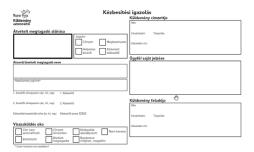
The delivery confirmation is an A5 size landscape format two-page electronic document with pdf extension that contains a digital signature and is certified by a date stamp and includes an xml data structure.

Front:

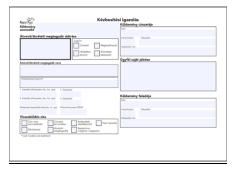




Back:



Magyar Posta uses the following delivery confirmation template until 30 June 2024 at the latest.



<sup>&</sup>lt;sup>4</sup> Repealed on 1 July 2020.

<sup>&</sup>lt;sup>5</sup> Unless stated to the contrary by Magyar Posta, the date of entry into force of the change in this paragraph is 15 September 2023.



### 6.3. Legal consequences of not accepting an official document based on the markings indicated on the notifications defined by the sender<sup>6</sup>

### 6.3.1. Notification of the arrival of an official document in an administrative matter, marked: A/1

If

- a) the addressee or, in the case of an organisation, the organisation's representative authorised to receive an official document – not classified as an authorised representative – refused to accept an official document (marking: acceptance refused);
- b) you in person (or an intermediate deliverer or representative in the case of an organisation) or, if you are indisposed, your authorised representative, or a relative over 14 years old as defined by the Hungarian Civil Code who lives at the same address as shown on the advice-of-delivery form, do not collect the official document within five working days of the second delivery attempt of the document (marking: not collected);
- c) Magyar Posta was unable to deliver an official document at the address based on sub-point b) or e) of paragraph 1) of point 6.13. of the GTC published on Magyar Posta's website (marking: addressee unknown or moved to another address),

Magyar Posta will note this fact on the delivery confirmation and will return the official document to the sender.

Pursuant to Act CL of 2016 on general public administration procedures, Section 86(1), unless evidence to the contrary is provided, an official document thus returned must be deemed to be delivered

- a) on the day delivery is attempted if the reason for non-delivery is acceptance refused;
- b) on the fifth working day after the second delivery attempt if the reason for nondelivery is not collected;
- c) on the fifth working day after the delivery attempt if the reason for non-delivery is addressee unknown or moved to another address.

### 6.3.2. Notification of the arrival of an official document for delivery to the addressee in person in an administrative matter, marked: A/1/SK

If

- a) the addressee refused to accept an official document (marking: acceptance refused);
- b) you in person or your authorised representative entitled to receive official documents for delivery to the addressee in person do not collect the official document within five working days of the second delivery attempt of the document (marking: not collected);
- c) Magyar Posta was unable to deliver an official document at the address based on sub-point b) or e) of paragraph 1) of point 6.13. of the GTC published on Magyar Posta's website (marking: addressee unknown or moved to another address),

Magyar Posta will note this fact on the delivery confirmation and will return the official document to the sender.

<sup>&</sup>lt;sup>6</sup> The date of entry into force of the change in this paragraph is 15 September 2023.



Pursuant to Act CL of 2016 on general public administration procedures, Section 86(1), unless evidence to the contrary is provided, an official document thus returned must be deemed to be delivered

- a) on the day delivery is attempted if the reason for non-delivery is acceptance refused:
- b) on the fifth working day after the second delivery attempt if the reason for nondelivery is not collected;
- c) on the fifth working day after the delivery attempt if the reason for non-delivery is addressee unknown or moved to another address.

### 6.3.3. Notification of the arrival of an official document in a civil, economic, labour and administrative court and conciliation board matter, marked: A/2

Ιf

- a) the addressee or, in the case of an organisation, the organisation's representative authorised to receive an official document – not classified as an authorised representative – refused to accept an official document (marking: acceptance refused);
- b) you in person (or an intermediate deliverer or representative in the case of an organisation) or, if you are indisposed, your authorised representative, or a relative over 14 years old as defined by the Hungarian Civil Code who lives at the same address as shown on the advice-of-delivery form, do not collect the official document within five working days of the second delivery attempt of the document (marking: not collected);

Magyar Posta will note this fact on the delivery confirmation and will return the official document to the sender.

Pursuant to Section 137(2) of Act CXXX of 2016 on civil procedure and Section 29/A(4) of Act CLV of 1997 on consumer protection, unless evidence to the contrary is provided, an official document thus returned must be deemed to be delivered

- a) on the day delivery is attempted if the reason for non-delivery is acceptance refused;
- b) on the fifth working day after the second delivery attempt if the reason for nondelivery is not collected.

### 6.3.4. Notification of the arrival of an official document in a criminal matter, marked: A/3

If

- a) the addressee or, in the case of an organisation, the organisation's representative authorised to receive an official document – not classified as an authorised representative – refused to accept an official document (marking: acceptance refused);
- b) you in person (or an intermediate deliverer or representative in the case of an organisation) or, if you are indisposed, your authorised representative, or a relative over 14 years old as defined by the Hungarian Civil Code who lives at the same address as shown on the advice-of-delivery form, do not collect the official document within five working days of the second delivery attempt of the document (marking: not collected),

Magyar Posta will note this fact on the delivery confirmation and will return the official document to the sender.

Pursuant to Act XC of 2017 on criminal procedure, Section 132(2), unless evidence to the contrary is provided, an official document thus returned must be deemed to be delivered

a) on the day delivery is attempted if the reason for non-delivery is acceptance refused:



- b) on the fifth working day after the second delivery attempt if the reason for nondelivery is not collected;
- c) on the fifth working day after the delivery attempt if the reason for non-delivery is unidentifiable address, addressee unknown or moved to another address, or delivery hindered.

The fiction of delivery pursuant to subpoint c) is not applicable for official documents addressed to the accused and returned.

### 6.3.5. Notification of the arrival of an official document for delivery to the addressee in person in a criminal matter, marked: A/4

If

- a) the addressee refused to accept an official document (marking: acceptance refused);
- b) you in person or your authorised representative (entitled to receive official documents for delivery to the addressee in person) do not collect the official document within five working days of the second delivery attempt of the document (marking: not collected),

Magyar Posta will note this fact on the delivery confirmation and will return the official document to the sender.

Pursuant to Act XC of 2017 on criminal procedure, Section 132(2), unless evidence to the contrary is provided, an official document thus returned must be deemed to be delivered

- a) on the day delivery is attempted if the reason for non-delivery is acceptance refused;
- b) on the fifth working day after the second delivery attempt if the reason for nondelivery is not collected.
- c) on the fifth working day after the delivery attempt if the reason for non-delivery is unidentifiable address, addressee unknown or moved to another address, or delivery hindered.

The fiction of delivery pursuant to subpoint c) is not applicable for official documents addressed to the accused and returned.

### 6.3.6. Notification of the arrival of an official document for delivery to the addressee in person in a criminal matter seeking a penal order, marked: A/5

If

- a) the addressee refused to accept an official document (marking: acceptance refused);
- b) you in person or your authorised representative entitled to receive official documents for delivery to the addressee in person do not collect the official document within five working days of the second delivery attempt of the document (marking: not collected),

Magyar Posta will note this fact on the delivery confirmation and will return the official document to the sender.

Pursuant to Act XC of 2017 on criminal procedure, Section 132(2), unless evidence to the contrary is provided, an official document thus returned must be deemed to be delivered

- a) on the day delivery is attempted if the reason for non-delivery is acceptance refused;
- b) on the fifth working day after the second delivery attempt if the reason for nondelivery is not collected.



c) on the fifth working day after the delivery attempt if the reason for non-delivery is unidentifiable address, addressee unknown or moved to another address, or delivery hindered.

The fiction of delivery pursuant to subpoint c) is not applicable for official documents addressed to the accused and returned.

## 6.3.7. Notification of the arrival of an official document for delivery to the addressee in person in a civil, economic, labour and administrative court and conciliation board matter, marked: A/6

If

- a) the addressee refused to accept an official document (marking: acceptance refused);
- b) you in person or your authorised representative (entitled to receive official documents for delivery to the addressee in person) do not collect the official document within five working days of the second delivery attempt of the document (marking: not collected),

Magyar Posta will note this fact on the delivery confirmation and will return the official document to the sender.

Pursuant to Section 137(2) of Act CXXX of 2016 on civil procedure and Section 29/A(4) of Act CLV of 1997 on consumer protection, unless evidence to the contrary is provided, an official document thus returned must be deemed to be delivered

- a) on the day delivery is attempted if the reason for non-delivery is acceptance refused;
- b) on the fifth working day after the second delivery attempt if the reason for nondelivery is not collected.

### 6.3.8. Notification of the arrival of an international official document sent in order to contact a Hungarian court, marked: A/7

With regard to the legal consequences of not accepting an official document and returning an official document with specific reasons for non-delivery, in the case of official documents, the provisions of point 6.3.3, and in the case of official documents for delivery to the addressee in person, the provisions of point 6.3.7 will apply. The official document thus returned is sent back by the Hungarian court to the foreign court.

### 6.3.9. Notification of the arrival of an international official document, marked: A/7/2

With regard to the legal consequences of not accepting an official document and returning an official document with specific reasons for non-delivery, in the case of official documents, the provisions of point 6.3.3, and in the case of official documents for delivery to the addressee in person, the provisions of point 6.3.7 will apply. Information about the legal consequences of the return of the official document may be obtained directly from the sender.

### 6.3.10. Notification of the arrival of an official document in an offence matter, marked: A/8 If

- a) the addressee or, in the case of an organisation, the organisation's representative authorised to receive an official document - not classified as an authorised representative - refused to accept an official document (marking: acceptance refused);
- b) you in person (or an intermediate deliverer or representative in the case of an organisation) or, if you are indisposed, your authorised representative, or a



relative over 14 years old as defined by the Hungarian Civil Code who lives at the same address as shown on the mail item, do not collect the official document within five working days of the second delivery attempt of the document (marking: not collected),

Magyar Posta will note this fact on the delivery confirmation and will return the official document to the sender.

Pursuant to Act II of 2012 on offences, offence procedure and the register of offences, Section 89(3), unless evidence to the contrary is provided, a document thus returned must be deemed to be delivered

- a) on the day delivery is attempted if the reason for non-delivery is acceptance refused;
- b) on the fifth working day after the second delivery attempt if the reason for nondelivery is not collected.

### 6.3.11. Notification of the arrival of an official document for delivery to the addressee in person in an offence matter, marked: A/9

If

- a) the addressee refused to accept an official document (marking: acceptance refused);
- b) you in person or your authorised representative entitled to receive official documents for delivery to the addressee in person do not collect the official document within five working days of the second delivery attempt of the document (marking: not collected),

Magyar Posta will note this fact on the delivery confirmation and will return the official document to the sender.

Pursuant to Act II of 2012 on offences, offence procedure and the register of offences, Section 89(3), unless evidence to the contrary is provided, an official document thus returned must be deemed to be delivered

a) on the day delivery is attempted if the reason for non-delivery is acceptance refused;

on the fifth working day after the second delivery attempt if the reason for non-delivery is not collected. **6.3.12. Notification of the arrival of an official document in a disciplinary matter in sport, endorsed:** A/10

If

- a) the addressee or, in the case of an organisation, the organisation's representative authorised to receive an official document – not classified as an authorised representative – refused to accept an official document (marking: acceptance refused);
- b) you in person (or an intermediate deliverer or representative in the case of an organisation) or, if you are indisposed, your authorised representative, or a relative over 14 years old as defined by the Hungarian Civil Code who lives at the same address as shown on the mail item, do not collect the official document within five working days of the second delivery attempt of the document (marking: not collected),



Magyar Posta will note this fact on the delivery confirmation and will return the official document to the sender.

Pursuant to Government Decree 39/2004 of 12 March 2004 on disciplinary liability in sport, Section 4(7)-(8), unless evidence to the contrary is provided, a document thus returned must be deemed to be delivered

a) on the day delivery is attempted if the reason for non-delivery is acceptance refused;

on the fifth working day after the second delivery attempt if the reason for non-delivery is not collected. **6.3.13. Notification of the arrival of an official document for delivery to the addressee in person in a disciplinary matter in sport, endorsed: A/10/SK** 

If

- a) the addressee refused to accept an official document (marking: acceptance refused);
- b) you in person or your authorised representative entitled to accept official documents for delivery to the addressee in person do not collect the official document within five working days of the second delivery attempt of the document (marking: not collected),

Magyar Posta will note this fact on the delivery confirmation and will return the official document to the sender.

Pursuant to Government Decree 39/2004 of 12 March 2004 on disciplinary liability in sport, Section 4(7)-(8), unless evidence to the contrary is provided, an official document thus returned must be deemed to be delivered

- a) on the day delivery is attempted if the reason for non-delivery is acceptance refused;
- b) on the fifth working day after the second delivery attempt if the reason for non-delivery is not collected.



### Name of product/service

### 7. Item containing literature for the blind

#### Product/service definition

Domestic and international mail items containing embossed writing, engraving, sound recording, special paper or magnetic discs and other information media used exclusively for the blind and partially sighted as well as mail items containing equipment or a device designed or converted specifically to help combat problems arising from the impairment of the sight of blind persons or partially sighted persons whose sender or addressee is a blind person or a partially sighted person, or an officially recognised institute for the blind. Magyar Posta specifies the contractual conditions regarding mail items with any content intended for dispatch to international destinations outside the EU customs border in this product sheet noting the additional conditions applicable to "mail items with dutiable content" in case special customs clearance rules should also be taken into account concerning the destination country.

Detailed information about the contents that can be sent as an item containing literature for the blind – or, if the item is valuable, about the necessary use of the postal parcel service subject to a fee – is given in APPENDIX 1 and on the link ITEMS CONTAINING LITERATURE FOR THE BLIND.

### Basic fee for the product/service

Free of charge

### Contents, packaging, sealing and addressing

Information on the general conditions of posting with regard to the contents, packaging, sealing and addressing of mail items is given in point 3 of the GTC published on Magyar Posta's website, APPENDIX 1 as well as the document DANGEROUS GOODS EXCLUDED FROM TRANSPORTATION BY POST AND TRANSPORTABLE ON CERTAIN CONDITIONS and the link RANGE OF ARTICLES EXCLUDED FROM INTERNATIONAL POSTAL TRAFFIC AND ARTICLES TRANSPORTABLE ON CERTAIN CONDITIONS.

Items containing literature for the blind should be wrapped in a way that ensures that the contents are easy to inspect. After inspection of the contents, Magyar Posta seals the item.

An adhered or sewn address label may also be used for such mail items.

### Size

#### Domestic mail:

a) for items weighing 2 kg at most,

Minimum size: 90 x 140 mm.

Maximum size: the length, width and thickness added together may be at most 900 mm, but the longest side may not exceed 600 mm.

For cylindrical shapes the length plus twice the diameter together must be at least 170 mm and at most 1,040 mm, while the length must be at least 100 mm and at most 900 mm.

b) for items weighing more than 2 kg, identical to the specifications on the product sheet for MPL Postal Parcels.

International mail: letters

Minimum size: 90 x 140 mm.

Maximum size: the length, width and thickness added together may be at most 900 mm, but the longest side may not exceed 600 mm. For cylindrical shapes the length plus twice the diameter together must be at least 170 mm



and at most 1,040 mm, while the length must be at least 100 mm and at most 900 mm.

### Weight

At most 7 kg/item.

#### Available at

Postal service outlets classified as acceptance points.

Document in proof of dispatch, address label, accompanying document, technical specifications Registered mail item with non-dutiable content intended to be posted in international mail may be posted with a paper-based document certifying dispatch or an electronic posting list that meets the conditions of the TECHNOLOGICAL GUIDE following 1 July 2019.

A mail item with dutiable content may only be dispatched with a paper-based document in proof of dispatch or an electronic posting list that meets the conditions of the TECHNOLOGICAL GUIDE following 10 September 2020. Magyar Posta does not accept for dispatch mail items with dutiable content posted with a paper-based document in proof of dispatch at the acceptance points listed under "Centres" in the document ACCEPTANCE POINTS AT OPERATIONAL UNITS published on Magyar Posta's website.

In the course of dispatching mail items indicated in the electronic posting list at postal service outlets not marked in column "T" of the POST OFFICE LIST published on Magyar Posta's website, two copies of the paper-based posting list containing the particulars of the aforementioned items (printed out following the recording of said data in the electronic posting list) as well as the paper-based confirmation by Magyar Posta of the acceptance of the electronic posting list shall be provided to Magyar Posta.

### Other posting conditions

Magyar Posta is only obliged to accept items containing literature for the blind – with the exception of postal parcels subject to a fee intended to be posted with the insured additional service – if such items are handed over unsealed and the contents can be inspected. After the inspection, Magyar Posta seals, forwards and delivers the item.

On the front of the item, in the left corner if possible, the text "Vakok írása" (literature for the blind) must be clearly marked under the sender's address.

Items containing literature for the blind may not be posted in a postbox. Mail items marked "Vakok írása" (literature for the blind) placed in a postbox will be handled by Magyar Posta as a mail item with insufficient postage in accordance with the provisions of point 5.3 of the GTC published on Magyar Posta's website.

Magyar Posta only accepts domestic mail items containing literature for the blind which cannot be delivered to a letterbox due to their dimensions (maximum size: 324 mm x 229 mm x 24 mm) as registered mail irrespective of their place of delivery, be it an address or a post office box.

Addressed international items containing literature for the blind with dutiable content intended for dispatch to countries outside the EU customs border must be accompanied by a customs declaration form (CN 22 or CN 23), which must be completed and signed by the sender. In the event that the physical characteristics of the CN 22 form do not allow the full data content to be entered in its sections, a duly completed CN 23 customs declaration form must be used as an accompanying document.

Magyar Posta undertakes to attempt to perform the transit time indicated under the "Transit time" heading if the mail items are posted before the daily



forwarding time specified on the announcement in the customer area of postal service outlets.

Additionally, for customers with a written contract Magyar Posta also undertakes to attempt to perform the transit time indicated under the "Transit time" heading if the mail items are posted

- a) at the postal service point by the time specified for this on the announcement in the customer area;
- b) at the acceptance points indicated in the document ACCEPTANCE POINTS AT OPERATIONAL UNITS published on Magyar Posta's website within the period for acceptance given there.

## Additional and supplementary services available

Free of charge: REGISTERED, ADVICE OF DELIVERY, CERTIFIED PAPER-BASED COPY OF THE DELIVERY CONFIRMATION.

The service includes the postal technology tracking additional service without the payment of a separate fee if the mail item was posted as a registered mail item.

For mail items containing literature for the blind intended to be sent in international mail, the COUNTRY GUIDE provides information about the conditions of posting, and additional and supplementary services for each country, taking into account the conditions specified for letter-mail items.

### Other information related to the product/service

Dispatching a mail item with dutiable content does not always entail an obligation for the addressee to pay customs duties that are due prior to the delivery of the mail item, because this depends on the clearance rules applied by the country of destination indicted on the address label with regard to the content placed in the given mail item.

In the knowledge of the mail item identifier, INFORMATION related to the postal handling of registered mail items posted to a domestic or an international destination is available on Magyar Posta's website.

Information on complaints and indemnity is given in the GTC published on Magyar Posta's website, points 7 and 9. In establishing the flat-rate indemnity described in paragraph 2) of point 9.1.3 of the GTC published on Magyar Posta's website, Magyar Posta takes account of the following in calculating the service fee payable:

- a) for a mail item of no more than 2 kg, the fee for a priority and nonpriority letter (postcard, picture postcard) of the same weight posted with the same additional services;
- b) for a mail item exceeding 2 kg, the fee for an MPL Postal Parcel of the same weight posted with the same additional services.

### **Delivery**

GTC published on Magyar Posta's website, Point 6.

As regards unsuccessful delivery attempts performed at postal service outlets marked in column "T" of the POST OFFICE LIST published on Magyar Posta's website as computer-equipped post offices as well as in the DELIVERY AREA of such postal service outlets, Magyar Posta will notify senders about their mail item posted with the registered additional service – indicating the individual registration number of the electronic posting list, the barcode item identifier, the date of the unsuccessful delivery, and the reason for non-delivery – using the e-mail address given by the sender on the electronic posting list.



Mail items sent by international mail are delivered in accordance with the delivery rules applied by the foreign postal operator participating with Magyar Posta in order to perform this service in the country which is the item's place of destination. Details of these are given in the foreign postal operator's general terms and conditions.

#### Transit time

Detailed information on transit times based on calculations of statistical methodology is given in point 11 of the GTC published on Magyar Posta's website.

Information on transit times for mail items sent to an international destination is given in the COUNTRY GUIDE.

For mail items containing dutiable goods the period of customs action is not included in the period of the transit time provided by Magyar Posta for information.

# Other services available with the product/service and the conditions for performing these

Inbound registered letter-mail items from abroad that are addressed to an organisation or whose addressing is regarded as such in accordance with paragraphs 9) to 9/B) of point 6.2 of the GTC published on Magyar Posta's website and are posted with the "delivery to addressee in person" additional service are delivered by Magyar Posta in compliance with the general guiding conditions (without fulfilling the special provisions of the additional service).



### Name of product/service

### 8. International business reply mail item

#### Product/service definition

When using the international business reply mail service (CCRI), the issuer of the CCRI item may enclose addressed postcards and/or letters in mail items to be sent to addressees in another country so that the addressees may return such items to the sender without having to pay the postage. The issuer of the CCRI item also has the option of placing the address label of its international business reply mail item on its website so its partners can download and use it. Before posting, the issuer of an international reply mail item must in all cases present a specimen of the reply mail item to Magyar Posta, which constitutes an annex to the relevant written contract.

### Basic fee for the product/service (HUF/piece), method of payment

The service is VAT exempt.

weight	
up to 50 g	1 105
up to 500 g	2 630
up to 2 000 g	7 615

a) International business reply mail items may weigh at most 2 kg for the following countries:

Austria, Belgium, Croatia, Czech Republic, Denmark, Finland, France, Greece, Iceland, Ireland, Italy, Latvia, Lithuania, Luxembourg, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and Switzerland.

b) International business reply mail items may weigh at most 1 kg, and the maximum thickness of such items is 50 mm for the following country:

#### Germany.

c) For other foreign countries not listed in the above points international business reply mail items may weigh at most 50 g but certain countries specified as the place of destination may set other limits within their own competence.

If items with a greater weight than the limits listed in subpoints b) and c) arrive from foreign postal service providers for delivery, the rate for the appropriate weight category up to the maximum weight limit of 2 kg will be charged for the item in question.

The method of payment is stated in the written contract.

### Contents, packaging, sealing and addressing

Information on the general conditions of posting with regard to the contents, packaging, sealing and addressing of mail items is given in point 3 of the GTC published on Magyar Posta's website, APPENDIX 1 as well as the document DANGEROUS GOODS EXCLUDED FROM TRANSPORTATION BY POST AND TRANSPORTABLE ON CERTAIN CONDITIONS and the link RANGE OF ARTICLES EXCLUDED FROM INTERNATIONAL POSTAL TRAFFIC AND ARTICLES TRANSPORTABLE ON CERTAIN CONDITIONS.

An address label for an international business reply mail item produced by the issuer of the reply mail and conforming with the relevant technical guide can be used for mail sent from Hungary abroad and from abroad to Hungary. This address label may also be made available in a downloadable format on the issuer's website. In this case the entire surface of the address label for an international business reply mail item must be securely affixed to the item.

**Size** Minimum size: 90 x 140 mm.



Maximum size: the length, width and thickness added together may be at most 900 mm, but the longest side may not exceed 600 mm.

The minimum size of postcards and picture postcards is  $90 \times 140$  mm and the maximum size is  $120 \times 235$  mm. A size tolerance of  $\pm 2$  mm is permitted.

### Weight

As stated in the subsection for the basic fee for the product/service (weight varies for each country).

#### Available at

Postal service outlets classified as acceptance points and for customers with a written contract also the ACCEPTANCE POINTS AT OPERATIONAL UNITS.

### Document in proof of dispatch, address label, accompanying document, technical specifications

The conditions for the layout of the CCRI item are given in the technical guide issued by Magyar Posta. The issuer of the international business reply mail must produce these items in accordance with the technical specifications.

### Other posting conditions

- a) in order to ensure the delivery of returned reply mail items, it is necessary to enter into a separate written post office box rental contract;
- b) Magyar Posta handles reply mail for which the issuer of the reply mail did not conclude a contract with Magyar Posta beforehand or on which the form of the address label or the material of the reply mail item does not conform with postal regulations as mail sent with unpaid postage and only delivers such mail if the issuer of the reply mail pays the extra charge for unpaid postage (postage due) in addition to the dispatch charge for the mail prior to delivery;
- c) an address label for an international business reply mail item conforming with the relevant technical specifications can be downloaded from the website of the issuer of the reply mail items and used for posting both from Hungary abroad and from abroad to Hungary;
- d) Magyar Posta undertakes to attempt to perform the transit time indicated under the "Transit time" heading if the mail items are posted before the daily forwarding time specified on the announcement in the customer area of postal service outlets.

Additionally, for customers with a written contract Magyar Posta also undertakes to attempt to perform the transit time indicated under the "Transit time" heading if the mail items are posted

- da) at the postal service point by the time specified for this on the announcement in the customer area;
- db) at the acceptance points indicated in the document ACCEPTANCE POINTS AT OPERATIONAL UNITS published on Magyar Posta's website within the period for acceptance given there.

### Other information related to the product/service

The CCRI service is available by entering into a written contract with Magyar Posta.

Information on complaints and indemnity is given in the GTC published on Magyar Posta's website, Points 7 and 9.

### Delivery

Magyar Posta delivers CCRI mail with the frequency and in the place specified by written contract concluded between Magyar Posta and the foreign postal service providers.



#### Transit time

Detailed information on transit times based on calculations of statistical methodology is given in point 11 of the GTC published on Magyar Posta's website. Information on the transit times of mail items is given in the COUNTRY GUIDE.

Other services available with the product/service and the conditions for performing these

A reply mail item with dutiable contents returned free of charge to the issuer (producer) of the reply mail item located in a country outside the EU customs border must be accompanied by a customs declaration form (CN 22 or CN 23), which must be completed and signed by the sender of the reply mail item. In the event that the physical characteristics of the CN 22 form do not allow the full data content to be entered in its sections, a CN 23 customs declaration form duly completed by the issuer (producer) of the reply mail item or the sender of the reply mail item must be used as an accompanying document. A reply mail item with dutiable contents that can be returned free of charge to the foreign issuer (producer) of the reply mail item cannot be posted through a postbox.



### Name of product/service

### 9. "M" bag

#### **Product/service definition**

The "M" bag is a special international bag for printed matter not containing personal communication, data or information (newspaper, book, etc.) and/or an object described on this product sheet sent to the same addressee at the same address. Magyar Posta specifies the contractual conditions regarding mail items with any content intended for dispatch to international destinations outside the EU customs border in this product sheet noting the additional conditions applicable to "mail items with dutiable content" in case special customs clearance rules should also be taken into account concerning the destination country.

### Basic fee for the product/service (HUF/piece), method of payment

The service is VAT exempt.

		priority/non-prio					
	countries within the EU customs border*	countrie	s outside the EU border**		other foreign destinations		
weight	-	non- dutiable content	dutiable content		non- dutiable content	dutiable	content
	-	-	in case of using electronic posting list	without using electronic posting list	-	in case of using electronic posting list	without using electronic posting list
0 to 5000 g	12 430	12 430	12 430	12 665	14 675	14 675	14 910
above 5000 g/kg	1 675	1 675	1 675	1 675	2 400	2 400	2 400

<sup>\*</sup>Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Monaco, the Netherlands, Poland, Portugal, Romania, Spain, Sweden, Slovakia, Slovenia

The fee for the service can be paid in cash, by bank card payment transaction at workstations stated in information available at postal service outlets and, based on a separate written contract and upon the conditions laid down therein, by bank transfer. The mail items may not be dispatched with postage to be paid by the addressee.

### Contents, packaging, sealing and addressing

Information on the general conditions of posting with regard to the contents, packaging, sealing and addressing of mail items is given in point 3 of the GTC published on Magyar Posta's website, APPENDIX 1 as well as the document DANGEROUS GOODS EXCLUDED FROM TRANSPORTATION BY POST AND TRANSPORTABLE ON CERTAIN CONDITIONS and the link RANGE OF ARTICLES EXCLUDED FROM INTERNATIONAL POSTAL TRAFFIC AND ARTICLES TRANSPORTABLE ON CERTAIN CONDITIONS.

Items may be dispatched in a bag provided by the sender or by Magyar Posta free of charge.

<sup>\*\*</sup>Albania, Andorra, Armenia, Azerbaijan, Belarus, Bosnia and Herzegovina, Faroe Islands, Gibraltar, Georgia, Iceland, Kosovo, Liechtenstein, Moldova, Montenegro, Northern Macedonia, Norway, Russia, San Marino, Serbia, Switzerland, Turkey, Ukraine, United Kingdom, Vatican



- a) A rectangular hanging address label containing all the details pertaining to the addressee and provided by the sender must be attached to all "M" bags;
- b) The size of the hanging label is 90 mm x 140 mm  $\pm$  2 mm, and the label must have an eyelet and be made of stiff linen, strong cardboard, plastic, parchment or paper adhered to thin board;
- c) The addressee's address must be marked on every unit of printed products (being sent to the same addressee at the same destination) placed in the special bag.

#### Size

### Weight

Usually at most 30 kg per bag; the different weight limits for each country are given in the COUNTRY GUIDE.

### Document in proof of dispatch, address label, accompanying document, technical specifications

Registered mail item with non-dutiable content intended to be posted in international mail may be posted with a paper-based document certifying dispatch or an electronic posting list that meets the conditions of the TECHNOLOGICAL GUIDE following 1 July 2019.

A mail item with dutiable content may only be dispatched with a paper-based document in proof of dispatch or an electronic posting list that meets the conditions of the TECHNOLOGICAL GUIDE following 10 September 2020. Magyar Posta does not accept for dispatch mail items with dutiable content posted with a paper-based document in proof of dispatch at the acceptance points listed under "Centres" in the document ACCEPTANCE POINTS AT OPERATIONAL UNITS published on Magyar Posta's website.

In the course of dispatching mail items indicated in the electronic posting list at postal service outlets not marked in column "T" of the POST OFFICE LIST published on Magyar Posta's website, two copies of the paper-based posting list containing the particulars of the aforementioned items (printed out following the recording of said data in the electronic posting list) as well as the paper-based confirmation by Magyar Posta of the acceptance of the electronic posting list shall be provided to Magyar Posta.

#### Available at

- a) Up to 2 kg at postal service outlets classified as acceptance points;
- b) over 2 kg at postal service outlets designated for posting parcels, indicated in column "N" of the POST OFFICE LIST published on Magyar Posta's website;
- c) for customers with a written contract also the ACCEPTANCE POINTS AT OPERATIONAL UNITS.

### Other posting conditions

The COUNTRY GUIDE provides more information on the posting conditions for each country.

Other objects besides printed products may be placed in "M" bags provided they meet the conditions below:

- a) the objects are connected with the printed products which they are dispatched together with,
- b) the objects are affixed or in some way attached to the printed products they are accompanying,
- c) the objects may be: discs, magnetic tapes, cassettes, commercial samples sent by producers and distributors, and other non-dutiable commercial



objects or informative materials which cannot be sold,

d) the weight of each mail item containing objects connected with printed products may not exceed 2 kg.

A customs declaration form (CN 22 or CN 23) completed and signed by the sender must accompany "M" bags sent to countries outside the European Union customs border. In the event that the physical characteristics of the CN 22 form do not allow the full data content to be entered in its sections, a duly completed CN 23 customs declaration form must be used as the hanging label of "M" bags.

Magyar Posta undertakes to attempt to perform the transit time indicated under the "Transit time" heading if the mail items are posted before the daily forwarding time specified on the announcement in the customer area of postal service outlets.

Additionally, for customers with a written contract Magyar Posta also undertakes to attempt to perform the transit time indicated under the "Transit time" heading if the mail items are posted

- a) at the postal service point by the time specified for this on the announcement in the customer area;
- b) at the at the acceptance points indicated in the document ACCEPTANCE POINTS AT OPERATIONAL UNITS published on Magyar Posta's website within the period for acceptance given there.

## Additional and supplementary services available

Priority.

The REGISTERED and ADVICE OF DELIVERY additional services provided the lettermail items are posted as priority mail.

The service includes the POSTAL TECHNOLOGY TRACKING additional service without the payment of a separate fee if the mail item was posted as a registered mail item.

The COUNTRY GUIDE provides information about the conditions of posting, and additional and supplementary services for letter-mail items intended to be sent by international mail for each country.

### Other information related to the product/service

Dispatching a mail item with dutiable content does not always entail an obligation for the addressee to pay customs duties that are due prior to the delivery of the mail item, because this depends on the clearance rules applied by the country of destination indicted on the address label with regard to the content placed in the given mail item.

The postage paid mark containing the full amount charged for posting is indicated on the hanging label.

In the knowledge of the mail item identifier, INFORMATION related to the postal handling of posted registered mail items is available on Magyar Posta's website.

Information on complaints and indemnity is given in the GTC published on Magyar Posta's website, points 7 and 9.

The amount of the flat-rate indemnity under paragraph a) of point 9.2.2 of the GTC published on Magyar Posta's website is 150 DTS (SDR).

#### **Delivery**

Mail items sent by international mail are delivered in accordance with the delivery rules applied by the foreign postal operator participating with Magyar Posta in order to perform this service in the country which is the item's place of



Postal Services GTC
destination. Details of these are given in the foreign postal operator's general terms and conditions.
Detailed information on transit times based on calculations of statistical methodology is given in point 11 of the GTC published on Magyar Posta's website. Information on the transit times of mail items is given in the COUNTRY GUIDE.
For mail items containing dutiable goods the period of customs action is not included in the period of the transit time provided by Magyar Posta for information.
Inbound registered letter-mail items from abroad that are addressed to an organisation or whose addressing is regarded as such in accordance with paragraphs 9) to 9/B) of point 6.2 of the GTC published on Magyar Posta's

### **Transit time**

### Other services available with the product/service and the conditions for performing these

website and are posted with the "delivery to addressee in person" additional service are delivered by Magyar Posta in compliance with the general guiding conditions (without fulfilling the special provisions of the additional service).



Name of product/service	10. MPL Postal Parcel
Product/service definition	The MPL Postal Parcel is a domestic registered mail item containing an article or goods either with or without any commercial value in which information relating to the purpose, function or use of the contents or about the bill containing text, pictures, diagrams, as well as communication, information and data addressed solely to the addressee may be placed.

### Basic fee for the product/service (HUF/piece), method of payment

The service is VAT exempt.

weight	
up to 2 kg	2 370
up to 5 kg	2 680
up to 10 kg	2 845

For postal parcels requiring individual handling posted without the insured additional service (cremation ashes, toxins), the basic fee for the weight of the postal parcel and the fee for the "Fragile" additional service/handling must be paid.

The fee for the service can be paid in cash, by bank card payment transaction at workstations stated in information available at postal service outlets and, based on a separate written contract and upon the conditions laid down therein, by bank transfer. The mail items may not be dispatched with postage to be paid by the addressee.

### Contents, packaging, sealing and addressing

Information on the general conditions of posting with regard to the contents, packaging, sealing and addressing of mail items is given in point 3 of the GTC published on Magyar Posta's website, APPENDIX 1 as well as the document <u>DANGEROUS GOODS EXCLUDED FROM TRANSPORTATION BY POST AND TRANSPORTABLE ON CERTAIN CONDITIONS.</u>

Magyar Posta does not expect separate packaging for locked suitcases and baskets. If there is no packaging, a hanging, adhered or sewn address label may be used. Hanging address labels must be attached to the items ensuring that they cannot become separated from the items during postal handling.

MPL postal parcels may be addressed to a postal address or to a postal service outlet marked as "Poste Restante" or with a parcel storage address.

For the purpose of notifying the addressee of the arrival of a postal parcel, the sender must mark the addressee's domestic mobile phone number suitable for receiving text messages or the addressee's e-mail address on the address label of postal parcels addressed "Poste Restante".

The sender, and in the case of subpoint d) Magyar Posta, must complete the address label for the postal parcel by one of the means below:

a) senders with a written contract may, based on the technical specifications provided by Magyar Posta, produce the address



labels themselves or have them produced using the address label completion application and the MPL API address label electronic service;

- b) using the online ADDRESS LABEL COMPLETION application https://webcik.posta.hu/bejelentkezes.aspx and recording the appropriate address details as required;
- c) completing the address label available at the post office by hand when posting a postal parcel at a postal service outlet not indicated in column "T" of the POST OFFICE LIST published on Magyar Posta's website;
- d) when dispatching a postal parcel at postal service outlets designated for posting parcels indicated in column "T" of the POST OFFICE LIST published on Magyar Posta's website, Magyar Posta uses the address label completion application to complete the address label based on information provided by the sender.

The address label produced in accordance with subpoints a) to d) must contain the parcel's address so it is not compulsory to mark the address on the cover of the mail item. Unless the addressee gives other instructions, Magyar Posta will perform the postal service contract in accordance with the information provided on the address label.

It is advisable to place the sender's own address and the addressee's address inside the postal parcel as well.

When posting a postal parcel, it is not compulsory to state the content either on the address label or on the cover.

#### Size

Minimum size of the front: 120 mm x 175 mm; the longest dimension: 2,400 mm; the total of its three dimensions (length + width + height) may not exceed 3,000 mm.

A postal parcel whose three dimensions together are more than 1,800 mm but do not exceed 3,000 mm or whose longest dimension is more than 1,000 mm but does not exceed 2,400 mm may be sent using the "Cumbersome" additional service/handling. Parcels which require different handling when placed in a receptacle due to their shape (and in particular they have protuberant or projecting parts that create unusable, empty spaces, e.g. a cylindrical shape), or which due to their nature cannot be stacked together with other mail or require special handling (e.g. a bicycle, a piece of furniture, a plant) are also classified as "Cumbersome".

If the longest dimension of the postal parcel handled as Cumbersome exceeds 2,000 mm, Magyar Posta will only ensure that the parcel can be dispatched dependent on the result of prior consultation and provided such a parcel is entered on a separate electronic posting list.

### Weight

### At most 10 kg/parcel.

### Available at

Postal service outlets designated for posting parcels indicated in column "N" of the POST OFFICE LIST published on Magyar Posta's website and for customers with a written contract also the ACCEPTANCE POINTS AT OPERATIONAL UNITS.

Document in proof of dispatch,

GTC published on Magyar Posta's website, Point 3



## address label, accompanying document, technical specifications

If the address label is produced in accordance with subpoint c) of the section "Packaging, sealing and addressing", Magyar Posta places the appropriately completed address label in a self-adhesive plastic pouch used for this purpose, adhering it to the front of the parcel, onto a smooth surface.

Senders having a written contract with Magyar Posta may also produce the address label and the electronic posting list themselves or have it produced based on the technical specifications provided by Magyar Posta, but they must be inspected and approved by Magyar Posta before use.

Information on the electronic posting list for posting parcels and information on the handover/receipt of data files is given in the TECHNOLOGICAL GUIDE published on Magyar Posta's website.

### Other posting conditions

Mail items that are not classified as a postal parcel under the definition of the product/service may be handled and priced by Magyar Posta in accordance with this product sheet, simultaneously taking account of the sender's written contract if there is one.

If the address label is produced by Magyar Posta based on information provided by the sender as described in subpoint d) of "Packaging, sealing and addressing", the sender must ascertain that the details of the address (name, address and other contact details of the sender and addressee) are correct and, if need be, point out any inaccuracies for correction.

Magyar Posta will not accept parcels on which the sender has only marked a post office box as the addressee or sender. Postal parcels may be sent to senders with a parcel storage agreement to the address of the parcel storage facility specified in the written contract.

If the contents are fragile, this must be indicated on the address label.

Magyar Posta undertakes to attempt to perform the transit time indicated under the "Transit time" heading if the mail items are posted before the daily forwarding time specified on the announcement in the customer area of postal service outlets.

Additionally, for customers with a written contract Magyar Posta also undertakes to attempt to perform the transit time indicated under the "Transit time" heading if the mail items are posted

- a) at the postal service point by the time specified for this on the announcement in the customer area;
- b) at the acceptance points indicated in the document ACCEPTANCE POINTS AT OPERATIONAL UNITS published on Magyar Posta's website within the period for acceptance given there.

### Additional and supplementary services available

For an additional fee the following are available with this service: insurance up to HUF 2,000,000, advice of delivery, "Cumbersome", "Fragile".

The service includes the postal technology tracking additional service without the payment of a separate fee.

Other information related to the

Should any legislation contain restrictive provisions concerning the



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product/service	contents and weight of a postal parcel posted to the address of organisations described in the GTC published on Magyar Posta's website, point 6.9, paragraph 1) sub-points a) and b), the sender is obliged to take into consideration and apply such provisions.  The amount of the flat-rate indemnity payable under the GTC		
	published on Magyar Posta's website, point 9.1.3, paragraph 2), subpoints a), for postal parcels requiring itemised handling posted without the insured additional service (cremation ashes, toxins) is HUF 50,000.		
	Information about the franking methods and indicia is given in point 5 of the GTC published on Magyar Posta's website as well as the document POSTAGE PAID INDICIA.		
	INFORMATION related to the handling of mail items is available or Magyar Posta's website in the possession of the mail identifier.		
	Information on complaints and indemnity is given in the GTC published on Magyar Posta's website, points 7 and 9.		
Delivery	GTC published on Magyar Posta's website, point 6		
	When delivered at a delivery point, by way of a notification of the entitlement of an authorised recipient other than the addressee, Magyar Posta accepts the electronic notification for the mail item containing the item's identification number forwarded to the domestic mobile phone number of such a recipient's mobile phone suitable for receiving text messages or e-mail address.		
	Magyar Posta delivers to an occasional recipient in accordance with the provisions of point 6.7 of the GTC.		
Transit time	Detailed information on transit times based on calculations of statistical methodology is given in point 11 of the GTC published on Magyar Posta's website.		



#### Name of product/service

#### 11. Priority and non-priority international postal parcel

#### Product/service definition

The priority and non-priority international postal parcel is a registered mail item sent by international mail which contains an article or goods and may contain information relating to the purpose, function or use of the contents or about the bill including text, pictures, diagrams, as well as communication, information and data addressed solely to the addressee.

#### Basic fee for the product/service (HUF/piece), method of payment

The tariffs are given in the table following the product sheet. The tariff applicable depends on which zone the specific country which is the item's place of destination is in. For more information, see the document COUNTRY GUIDE published on Magyar Posta's website.

The fee for the service can be paid in cash, by bank card payment transaction at workstations stated in information available at postal service outlets and, based on a separate written contract and upon the conditions laid down therein, by bank transfer. The mail items may not be dispatched with postage to be paid by the addressee.

## Contents, packaging, sealing and addressing

Information on the general conditions of posting with regard to the contents, packaging, sealing and addressing of mail items is given in point 3 of the GTC published on Magyar Posta's website, APPENDIX 1 as well as the document DANGEROUS GOODS EXCLUDED FROM TRANSPORTATION BY POST AND TRANSPORTABLE ON CERTAIN CONDITIONS and the link RANGE OF ARTICLES EXCLUDED FROM INTERNATIONAL POSTAL TRAFFIC AND ARTICLES TRANSPORTABLE ON CERTAIN CONDITIONS.

The sender, and in the case of subpoint d) Magyar Posta, must prepare the address label for the postal parcel in the number of copies stated in the COUNTRY GUIDE for the country specified as the place of destination as follows:

- a) senders with a written contract may, based on the technical specifications supplied or provided to them by Magyar Posta, using the address label completion application, produce the address labels themselves or have them produced;
- b) using the online ADDRESS LABEL COMPLETION application and recording the appropriate address details as required;
- c) completing the address label by hand when posting a postal parcel at a postal service outlet not indicated in column "T" of the POST OFFICE LIST published on Magyar Posta's website;
- d) when dispatching a postal parcel at the postal service outlets indicated in column "T" of the POST OFFICE LIST published on Magyar Posta's website, Magyar Posta uses the address label completion application to complete the address label based on information provided by the sender.

The address must be stated on the cover of the item and also on the produced address label. The data on the item and the label must be identical.

In order to ensure successful delivery (contacting the addressee), the sender may indicate the addressee's telephone number and/or e-mail address on the address label.

Furthermore, it is advisable for senders to place their own address and the addressee's address inside the parcel.



#### Size

Regulations about size for each country specified as the place of destination are given in the COUNTRY GUIDE.

The "Cumbersome" additional service/handling must be used to post a postal parcel whose three dimensions together are more than 2,000 mm but do not exceed 3,000 mm or whose longest dimension is more than 900 mm but does not exceed 2,000 mm. Postal parcels are also classified as "Cumbersome" if they require different handling when placed in a receptacle due to their shape (and in particular they have protuberant or projecting parts that create unusable, empty spaces, e.g. a cylindrical shape), or which, due to their nature, cannot be stacked together with other mail or require special handling (e.g. a bicycle, a piece of furniture, a plant).

If necessary, Magyar Posta also handles mail items posted together with their receptacle or unit load as cumbersome if their area exceeds  $1,200 \times 800$  mm (any side including the receptacle) or their height exceeds 1,600 mm but their area is under  $1,600 \times 1,200$  mm or the height is under 1,800 mm.

#### Weight

#### At most 10 kg/parcel.

#### Available at

Postal service outlets designated for posting parcels indicated in column "N" of the POST OFFICE LIST published on Magyar Posta's website, and for customers with a written contract also the ACCEPTANCE POINTS AT OPERATIONAL UNITS.

#### Document in proof of dispatch, address label, accompanying document, technical specifications

GTC published on Magyar Posta's website, Point 3

If the address label is produced in accordance with subpoint c) of the section "Packaging, sealing and addressing", Magyar Posta places the appropriately completed address label in a self-adhesive plastic pouch used for this purpose, adhering it to the front of the parcel, onto a smooth surface.

Senders having a written contract with Magyar Posta may also produce the address label and the electronic posting list themselves or have it produced based on the technical specifications provided by Magyar Posta, but these must be inspected and approved by Magyar Posta before use.

#### Other posting conditions

Priority must be indicated on the address label.

If the address label is produced by Magyar Posta based on information provided by the sender as described in subpoint d) of "Packaging, sealing and addressing", the sender must ascertain that the details of the address (name, address and other contact details of the sender and addressee) are correct and, if need be, point out any inaccuracies for correction.

Postal parcels with dutiable contents intended to be sent to an address in a country outside the EU customs border must be accompanied by a CN 23 customs declaration form completed and signed by the sender. The CN 23 customs declaration form is part of the address label set used for the purpose of sending postal parcels.

Magyar Posta undertakes to attempt to perform the transit time indicated under the "Transit time" heading if the mail items are posted before the daily forwarding time specified on the announcement in the customer area of postal service outlets.

Additionally, for customers with a written contract Magyar Posta also undertakes to attempt to perform the transit time indicated under the "Transit time" heading if the mail items are posted

a) at the postal service point by the time specified for this on the



announcement in the customer area;

b) at the acceptance points indicated in the document ACCEPTANCE POINTS AT OPERATIONAL UNITS published on Magyar Posta's website within the period for acceptance given there.

## Additional and supplementary services available

The COUNTRY GUIDE provides more information about the conditions.

Magyar Posta forwards international priority postal parcels by the fastest transport route available to the country which is the item's place of destination.

## Other information related to the product/service

Information about the franking methods and indicia is given in point 5 of the GTC published on Magyar Posta's website as well as the document POSTAGE PAID INDICIA.

INFORMATION related to the handling of mail items is available on Magyar Posta's website in the possession of the mail identifier.

Information on complaints and indemnity is given in the GTC published on Magyar Posta's website, Points 7 and 9.

#### **Delivery**

Mail items sent by international mail are delivered in accordance with the delivery rules applied by the foreign postal operator cooperating with Magyar Posta in order to perform this service in the country which is the item's place of destination. Details of these are given in the COUNTRY GUIDE and the foreign postal operator's general terms and conditions.

#### Transit time

Detailed information on transit times based on calculations of statistical methodology is given in point 11 of the GTC published on Magyar Posta's website. The COUNTRY GUIDE provides more information about the conditions. For mail items containing dutiable goods the period of customs action is not included in the period of the transit time provided by Magyar Posta for information.

# Other services available with the product/service and the conditions for performing these

Inbound registered postal parcels from abroad that are addressed to an organisation or whose addressing is regarded as such in accordance with paragraphs 9) to 9/B) of point 6.2 of the GTC published on Magyar Posta's website and are posted with the "delivery to addressee in person" additional service are delivered by Magyar Posta in compliance with the general guiding conditions (without fulfilling the special provisions of the additional service).



	Zone 1	(EU)	Zone 2 (EU)			Zone 3				
weight	International parcel	Cumbersome	International parcel	Cumbersome	Internation al priority parcel	Cumbersome	International parcel	Cumbersome	International priority parcel	Cumbersome
up to 1 kg	8 000	16 000	11 900	23 800	12 400	24 800	13 300	26 600	14 000	28 000
up to 2 kg	8 300	16 600	12 300	24 600	12 900	25 800	13 800	27 600	14 500	29 000
up to 3 kg	8 800	17 600	13 500	27 000	14 300	28 600	15 200	30 400	16 000	32 000
up to 4 kg	9 100	18 200	14 400	28 800	14 900	29 800	16 100	32 200	16 900	33 800
up to 5 kg	9 800	19 600	15 700	31 400	16 500	33 000	17 600	35 200	18 500	37 000
up to 6 kg	10 200	20 400	16 600	33 200	17 400	34 800	18 500	37 000	19 500	39 000
up to 7 kg	10 400	20 800	17 700	35 400	18 700	37 400	19 900	39 800	21 000	42 000
up to 8 kg	11 000	22 000	19 100	38 200	19 900	39 800	21 400	42 800	22 500	45 000
up to 9 kg	11 300	22 600	20 000	40 000	21 000	42 000	22 300	44 600	23 500	47 000
up to 10 kg	11 700	23 400	22 100	44 200	23 300	46 600	24 600	49 200	26 000	52 000

The priority and non-priority international postal parcel service is VAT exempt pursuant to Act CXXVII of 2007 ("VAT Act"), Section 102 (1).

European Union member state should be understood to mean the definition in Annex 1 to the VAT Act.



	Zone 4			Zone 5			Zone 6					
weight	International parcel	Cumbersome	International priority parcel	Cumbersome	International parcel	Cumbersome	International priority parcel	Cumbersome	International parcel	Cumbersome	International priority parcel	Cumbersome
up to1 kg	14 700	29 400	15 300	30 600	17 200	34 400	17 700	35 400	17 300	34 600	17 700	35 400
up to 2 kg	15 300	30 600	15 900	31 800	18 000	36 000	18 400	36 800	19 800	39 600	20 400	40 800
up to 3 kg	16 800	33 600	17 600	35 200	19 700	39 400	20 300	40 600	21 900	43 800	22 500	45 000
up to 4 kg	17 900	35 800	18 700	37 400	20 800	41 600	21 600	43 200	23 100	46 200	24 000	48 000
up to 5 kg	19 600	39 200	20 400	40 800	22 700	45 400	23 300	46 600	25 200	50 400	26 200	52 400
up to 6 kg	20 500	41 000	21 500	43 000	23 900	47 800	24 600	49 200	26 500	53 000	27 600	55 200
up to 7 kg	22 100	44 200	23 100	46 200	25 800	51 600	26 700	53 400	28 700	57 400	29 800	59 600
up to 8 kg	23 700	47 400	24 700	49 400	27 700	55 400	28 500	57 000	30 600	61 200	31 900	63 800
up to 9 kg	24 700	49 400	25 800	51 600	28 800	57 600	29 800	59 600	32 100	64 200	33 200	66 400
up to 10 kg	27 300	54 600	28 600	57 200	31 900	63 800	33 100	66 200	35 500	71 000	36 700	73 400

The priority and non-priority international postal parcel service is VAT exempt pursuant to Act CXXVII of 2007 ("VAT Act"), Section 102 (1).

European Union member state should be understood to mean the definition in Annex 1 to the VAT Act.



Name of product/service

12.

#### Name of product/service

#### 13. MPL Business parcel

#### Product/service definition

The MPL Business parcel product/service is a postal parcel containing an article or goods with or without commercial value that can be posted to a domestic destination and for which trackable handling is ensured by Magyar Posta. The postal parcel may contain information relating to the purpose, function or use of the contents or about the bill including text, pictures, diagrams, as well as communication, information and data addressed solely to the addressee.

#### Basic fee for the product/service (HUF/piece)

The service is subject to 27% VAT.

Posting/ Delivery method	Addressed to a postal address or a parcel storage address		Addressed as "Poste Restante" and to a Postal Point		Posted at a postal outlet and addressed to a Parcel Terminal		Posted at a Parcel Terminal and addressed to a Parcel Terminal	
weight	net	gross	net	gross	net	gross	net	gross
up to 2 kg	2 087	2 650	1 622	2 060	1 020	1 295	867	1 101
up to 5 kg	2 343	2 975	1 858	2 360	1 177	1 495	1 001	1 271
up to 10 kg	2 531	3 215	2 138	2 715	1 177	1 495	1 001	1 271
up to 20 kg	3 098	3 935	2 433	3 090	1 531	1 945	1 302	1 653
up to 30 kg	4 657	5 915	3 397*	4 315*				
up to 40 kg	6 551	8 320						

<sup>\*</sup>These fees only apply to postal parcels addressed as "Poste Restante" provided that the data indicated in column "N" of the POST OFFICE LIST published on Magyar Posta's website enable handling mail items of this weight for the given address.

If a written contract is signed, the contracting parties may agree on basic fees other than the above and a different maximum quantity per working day to be posted. If the written contract does not include fees for additional and/or supplementary services, the sender must pay the fee for such services not containing any unfair surcharge subsequently announced by Magyar Posta.

## Contents, packaging, sealing and addressing

Information on the general conditions of posting with regard to the contents, packaging, sealing and addressing of mail items is given in point 3 of the GTC published on Magyar Posta's website, APPENDIX 1 as well as the document <u>DANGEROUS GOODS EXCLUDED FROM TRANSPORTATION BY POST AND TRANSPORTABLE ON CERTAIN CONDITIONS.</u>

MPL Business parcels may be addressed to a postal address, to a postal service outlet as "Poste Restante" or using a parcel storage address, to a POSTAL POINT or to a PARCEL TERMINAL. A PO box may not be given as a sender or addressee.

In the case of postal parcels addressed to a postal address, Magyar Posta requires that the address label must contain:

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<sup>&</sup>lt;sup>7</sup> Repealed on 1 January 2022.



- a) the addressee's domestic phone number in order to contact the addressee in relation to the delivery time agreed by phone additional service and the second delivery attempt additional service;
- b) the addressee's e-mail address in the interest of sending an electronic notification of the posting of the mail item.

For the purpose of notifying the addressee of the arrival of a postal parcel, the sender must mark the addressee's domestic mobile phone number suitable for receiving text messages or the addressee's e-mail address on the address label of postal parcels addressed "Poste Restante" or to a Postal Point.

For the purpose of notifying the addressee of the arrival of a postal parcel and the options for collection, both the domestic mobile phone number suitable for receiving text messages and the e-mail address of the addressee must be marked on the address label of postal parcels addressed to a Parcel Terminal.

Addressing a mail item to a postal address or as "Poste Restante" or to a Postal Point or to a Parcel Terminal mutually excludes the other alternatives.

The sender, and in the case of subpoint d) Magyar Posta, must prepare the address label for the postal parcel by one of the means below:

- a) senders with a written contract may produce the address labels themselves or have them produced only using the address label completion application
  - aa) provided to them by Magyar Posta or
  - ab) developed by themselves based on the technical specifications supplied by Magyar Posta or
  - ac) using the MPL API address label electronic service;
- b) using the online ADDRESS LABEL COMPLETION application and recording the appropriate address details as required;
- c) completing the address label by hand when posting a postal parcel at a postal service outlet not indicated in column "T" of the POST OFFICE LIST published on Magyar Posta's website;
- d) when dispatching a postal parcel at the postal service outlets indicated in column "T" of the POST OFFICE LIST published on Magyar Posta's website, Magyar Posta uses the address label completion application to complete the address label based on information provided by the sender.

The address label produced in accordance with subpoints a) to d) must contain the parcel's address so it is not compulsory to mark the address on the cover of the mail item. Unless the addressee gives other instructions, Magyar Posta will perform the postal service contract in accordance with the information provided on the address label.

If postal parcels addressed to a Parcel Terminal bear the easy access marking "könnyített hozzáférés" on the address label, Magyar Posta undertakes to deposit the parcel in a locker not higher than 1,300 mm.

In the case of posting at a Parcel Terminal, the address label for the postal



parcel can be produced using the online ADDRESS LABEL COMPLETION application. The sender, who may only be a natural person, must provide his or her email address on the address label so that the document in proof of posting can be made available by electronic means as well as his or her domestic telephone number to ensure the availability of the sender's statement needed for performing the postal service contract.

Postal parcels intended to be posted at the Parcel Terminal can also be addressed using the Parcel Terminal indication.

#### Size

Minimum size of the front: 120 mm x 175 mm; the longest dimension: 2,400 mm; the total of its three dimensions (length + width + height) may not exceed 3,000 mm.

The size of mail items addressed to a Parcel Terminal or intended to be posted at a Parcel Terminal may not exceed 500 mm x 310 mm x 350 mm.

A postal parcel whose three dimensions together are more than 1,800 mm but do not exceed 3,000 mm or whose longest dimension is more than 1,000 mm long but does not exceed 2,400 mm may be sent using the "Cumbersome" additional service/handling. Postal parcels which require different handling when placed in a receptacle due to their shape (and in particular they have protuberant or projecting parts that create unusable, empty spaces, e.g. a cylindrical shape), or which or due to their nature cannot be stacked together with other mail or require special handling (e.g. a bicycle, a piece of furniture, a plant) are also classified as "Cumbersome".

If necessary, Magyar Posta also handles mail items posted together with their receptacle or unit load as cumbersome if their area exceeds 1,200 x 800 mm (any side including the receptacle) or their height exceeds 1,600 mm but their area is under 1,600 x 1,200 mm or the height is under 1,900 mm.

If the longest dimension of the postal parcel handled as Cumbersome exceeds 2,000 mm or the height of a mail item posted together with its receptacle or unit load exceeds 1,800 mm, Magyar Posta will only ensure that the parcel can be dispatched dependent on the result of prior consultation and provided such a parcel is entered on a separate electronic posting list.

#### Weight

For postal parcels addressed to a postal address: at most 40 kg/item.

For postal parcels addressed as "Poste Restante": up to 30 kg/item; for the list of postal service outlets concerned and postal service outlets with restricted weight limits see column "N" of the POST OFFICE LIST published on Magyar Posta's website.

Postal parcels intended to be posted at a Parcel Terminal, or addressed to a Postal Point or to a Parcel Terminal: at most 20 kg/item.

#### Available at

The acceptance points indicated in the document ACCEPTANCE POINTS AT OPERATIONAL UNITS published on Magyar Posta's website, the postal service outlets designated for posting parcels, and at the door or premises in areas belonging to the postal service outlets indicated in the document entitled PARCEL SERVICES INFORMATION published on Magyar Posta's website, or via a PARCEL TERMINAL.

To dispatch postal parcels weighing over 20 kg at the postal service outlets



marked with "x up to 20 kg" in column "N" of the POST OFFICE LIST published on Magyar Posta's website, Magyar Posta must be advised on the working day prior to posting.

#### Document in proof of dispatch, address label, accompanying document, technical specifications

Senders with a separate written contract may only post the postal parcel using a printed address label produced after and based on weighing during preparation for posting and an electronic posting list. Senders with a separate written contract may produce the address label (except when posting at a Parcel Terminal) and the electronic posting list themselves or have them produced only

- a) using the software provided by Magyar Posta free of charge or
- b) using an address label completion software developed by themselves based on the technical specifications provided by Magyar Posta which, however, must be inspected and approved by Magyar Posta before use.

Information on the electronic posting list for posting parcels and information on the handover/receipt of data files is given in the TECHNOLOGICAL GUIDE published on Magyar Posta's website.

#### Other posting conditions

- a) Mail items that are not classified as a postal parcel under the definition of the product/service may be handled and priced by Magyar Posta in accordance with this product sheet, simultaneously taking account of the sender's written contract if there is one:
- b) A condition of using the service for senders with a written contract for the automated or manual production of address labels is producing an electronic posting list;
- A separate condition for the placement of cremation ashes in a mail item is the use of the Inverz (return goods) service with itemised handling and the "Fragile" additional service/handling;
- d) Only a natural person may be the sender of a postal parcel posted at a Parcel Terminal (self-employed persons cannot post parcels in that capacity);
- e) For items intended to be posted at or addressed to a Parcel Terminal the amount of insurance and payment for goods may be HUF 400.000 at most:
- f) In the case of posting at a Parcel Terminal, the sender must remove any indications stated on the cover of the item and on the packaging material as well as the address label used for any previous postal handling of the item;
- g) Posting is only possible at a Parcel Terminal using an address label which is recorded exclusively with Magyar Posta's webbased ADDRESS LABEL COMPLETION programme and after the PIN-code made available by Magyar Posta has been entered;
- h) In the case of posting at a Parcel Terminal, Magyar Posta provides the electronic document in proof of dispatch in connection with posting/accepting the postal parcel using the data recorded by the sender through the use of Magyar Posta's



- web-based ADDRESS LABEL COMPLETING PROGRAMME. This is sent subsequently based on the records in Magyar Posta's IT system to the email address given by the sender. However, the postal service contract is only concluded when the postal parcel has been transferred to the sole supervision of Magyar Posta;
- i) Magyar Posta undertakes the next-working day delivery of parcels posted with the 1-working day time guarantee or time-window delivery (time guarantee) additional service, and endeavours to fulfil the transit time specified under the subheading "Transit time" provided the parcels are posted
  - ia) before the daily forwarding time specified on the announcement in the customer area of postal service outlets;
  - ib) by 2 pm on a working day at a Parcel Terminal
- j) for customers with a written contract, Magyar Posta undertakes the next-working day delivery of parcels posted with the 1working day time guarantee or time-window delivery (time guarantee) additional service, and endeavours to fulfil the transit time specified under the subheading "Transit time" also when the parcels are posted
  - ia) at the postal service outlet by the time specified for this on the announcement in the customer area;
  - ib) within the period for the acceptance of mail at the acceptance points given in the document ACCEPTANCE POINTS AT OPERATIONAL UNITS published on Magyar Posta's website.
- k) for customers with a written contract Magyar Posta does not guarantee that parcels with the 1-working day time guarantee or time-window delivery (time guarantee) additional service posted after the time specified in the written contract will be delivered on the next working day.
- 1) senders of at least 4,000 postal parcels per month who have a separate written contract and an agreement with Magyar Posta to that end are required to supply preliminary data on a weekly basis by 9 a.m. on the Thursday of the calendar week preceding the week to which the data relates, stating the planned quantity of postal parcels for dispatch per day. If parcels are to be dispatched under conditions other than those provided for in the preliminary data supplied for the parcels intended for dispatch, Magyar Posta
  - la) may make the acceptance of such items conditional on the payment of costs agreed upon with the sender on an incidental basis, it may apply restrictions upon acceptance of the items, or it may exclude the use of the 1-working-day time guarantee or time-window delivery (time guarantee) additional service, and
  - lb) if the quantity of the postal parcels planned for dispatch actually handed over during the period determined in advance by Magyar Posta comes under the scope of the supplementary service HANDLING POSTAL PARCELS IN QUANTITIES OTHER THAN



FORECAST, Magyar Posta will apply the conditions laid down for that supplementary service;

- m) if a sender with a separate written contract does not meet, or does not meet satisfactorily, the conditions for preparing mail items for posting, and in particular the requirements laid down in point 3 of the GTC published on Magyar Posta's website and in the separate written contract with regard to the contents, packaging, sealing and addressing of mail items as well as the use of receptacles and the placement of mail items in them, or if there is a difference between the data featured in the electronic posting list and the data of the mail items actually handed over for posting, Magyar Posta may make the acceptance of the mail items conditional on the payment of the separate charges specified in the document OTHER FEES RELATED TO POSTAL SERVICES published on Magyar Posta's website;
- n) a condition of using the extra handling additional service is to record the postal parcels intended for dispatch using this service in a separate electronic posting list;
- o) for a sender with a separate written contract, if the contract contains no provision for delivery at the door/premises, the sender must indicate the requirement for an ad-hoc delivery by 3 pm on the working day preceding delivery using the address label completion program. Magyar Posta undertakes to fulfil ad-hoc requirements dependent on capacity, in accordance with the contents of the confirmation (the time for delivery undertaken in the confirmation may potentially be for the working day following the planned delivery).

#### Payment methods

In cash or by bank card payment transaction at workstations stated in information available at postal service outlets through the application of the provisions of the GTC for Magyar Posta's MYPOST LOYALTY CARD PROGRAMME and upon conditions laid down by written contract by bank transfer.

If the postal service contract is concluded after posting the postal parcel at the Parcel Terminal, the service charge can only be paid by a payment transaction using a bank card.

If the parcel is addressed to a Parcel Terminal, the fee for additional services which entail paying the fee upon delivery (payment for goods not exceeding HUF 400,000) may only be settled by a payment transaction using a bank card.

### Additional and supplementary services available

The service includes the following additional and supplementary services for no additional charge: TRACK AND TRACE, DOORSTEP PICK-UP, SECOND DELIVERY ATTEMPT, RETENTION TIME OPTIONS, for postal parcels addressed to a postal address delivery AGREED BY PHONE.

The service includes for no additional charge the INSURANCE additional service up to HUF 50,000 at most provided the sender has marked the amount for this on the address label of the postal parcel.

For a postal parcel posted at a Parcel Terminal, the service fee includes the 1 WORKING DAY TIME GUARANTEE additional service without the payment



of a separate fee irrespective of whether the choice of this additional service has been indicated in Magyar Posta's online ADDRESS LABEL COMPLETION program when preparing the mail item for dispatch.

If a written contract is concluded for the service, in addition to the above, the following additional and supplementary services are included for no additional charge: CONSIGNMENT DELIVERY, REPORTING SYSTEM, CLOSED SYSTEM LOADING.

Other additional and supplementary services available for an additional fee: 1-WORKING-DAY TIME GUARANTEE (except for postal parcels posted at a Parcel Terminal), DAY CERTAIN DELIVERY, INSURANCE from HUF 50,001 to 2,000,000, PAYMENT FOR GOODS up to HUF 2,000,000, ADVICE OF DELIVERY, DELIVERY TO ADDRESSEE IN PERSON (only for natural person addressees), "FRAGILE", "CUMBERSOME", ADDRESSEE PAYS, TIME-WINDOW DELIVERY (TIME GUARANTEE), SATURDAY DELIVERY.

Supplementary service available without the payment of an additional fee based on a verbal contract with the addressee: ADDRESSEE'S INSTRUCTION PRIOR TO THE FIRST DELIVERY ATTEMPT provided that the sender has marked the addressee's domestic mobile phone number suitable for receiving text messages on the address label of the postal parcel.

Other additional and supplementary services available for an additional fee with a written contract: STORE DELIVERY, ADDRESS LABEL PERSONALISATION, DOCUMENT MANAGEMENT, ITEMISED DELIVERY OF GOODS, CALL-OFF ORDER, INDIVIDUAL HANDLING, EXTRA HANDLING, EXCHANGE PARCEL, PALLET EXCHANGE.

For senders with a separate written contract, the service includes, subject to payment of a separate fee, the following supplementary service in accordance with the provisions of the separate product sheet: HANDLING POSTAL PARCELS IN QUANTITIES OTHER THAN FORECAST.

## Other information related to the product/service

- a) Magyar Posta only enters into a written contract with legal entities not classified as natural persons. However, no written contract may be concluded for this product/service at postal service outlets operated by Postal Partners and neither may additional or supplementary services requiring this be used;
- b) if the address label is produced by Magyar Posta based on information provided by the sender as described in subpoint d) of "Packaging, sealing and addressing", the sender must ascertain that the details of the address (name, address and other contact details of the sender and addressee) are correct and, if need be, point out any inaccuracies for correction;
- c) Magyar Posta undertakes without the payment of a separate fee ca) to notify the addressee electronically of the posting of a mail item provided that the sender has marked the addressee's e-mail address on the address label of the postal parcel;
  - cb) to notify the sender of the delivery of a mail item or, if the mail item cannot be delivered, of the reason for non-delivery provided the sender has marked his or her e-mail address or domestic mobile phone number suitable for receiving text messages on the address label of the postal parcel.



- d) -8
- e) Magyar Posta undertakes, as a postal intermediary, to pick up parcels, which is free of charge for quantities of 4 or more postal parcels. If, when using the pick-up service, the sender fails to cancel or change on an ad hoc basis its transport requirement for the place and date indicated in the written contract prior to the pick-up by the time and by the means of contact specified in the written contract, and for this reason the collection of the item does not occur, Magyar Posta will charge a pick-up fee;
- f) when addressed to a Postal Point, the following additional and supplementary services are not available at the same time: optional retention time 0 days, addressee pays, return service, store delivery, itemised delivery of goods, document management, pallet exchange, pallet delivery, Saturday delivery, time-window delivery (time guarantee), "Cumbersome", individual handling, extra handling, exchange parcel;
- g) when addressed "Poste Restante", the following additional and supplementary services are not available at the same time: optional retention time 0 days, store delivery, pallet exchange, pallet delivery, time-window delivery (time guarantee), Saturday delivery;
- h) when addressed to a Parcel Terminal, the following additional and supplementary services are not available at the same time: insured over HUF 400,000, payment for goods over HUF 400,000, advice of delivery, delivery to addressee in person, "Cumbersome", optional retention time 0 days, store delivery, itemised delivery of goods, pallet exchange, document management, time-window delivery (time guarantee), Saturday delivery, addressee pays, return service, consignment delivery, individual handling, extra handling, exchange parcel;
- i) in the case of postal parcels intended to be posted using the individual handling and extra handling additional service, in the case of which the result of preliminary discussion makes it necessary, the sender upon dispatch and the addressee upon delivery is obliged to ensure the material moving equipment and labour force needed for realising delivery and acceptance.
- j) under the subsequent instruction option described in point 4.3.2 of the GTC published on Magyar Posta's website, Magyar Posta can only change the address details of a mail item and, for mail items posted with the "payment for goods" additional service, the options featured on the relevant product sheet are provided.

Should any legislation contain restrictive provisions concerning the contents and weight of a postal parcel posted to the address of organisations described in the GTC published on Magyar Posta's website, Point 6.9, paragraph 1) sub-points a) and b), the sender is obliged to take into consideration and apply such provisions.

The sender may instruct delivery to an occasional recipient by marking the appropriate icon on the address label if the addressee made a declaration

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<sup>&</sup>lt;sup>8</sup> The separate written contract lays down the provisions contained in this sub-point.



about this.

Information about the franking methods and indicia is given in point 5 of the GTC published on Magyar Posta's website as well as the document POSTAGE PAID INDICIA.

Information on complaints and indemnity is given in the GTC published on Magyar Posta's website, Points 7 and 9.

#### **Delivery**

GTC published on Magyar Posta's website, Point 6.

If the addressee has used the addressee's instruction prior to the first delivery attempt supplementary service or a postal parcel addressed to a Parcel Terminal is delivered at a postal service outlet, during delivery at the postal address according to the delivery point attributed to the address marked on the address label of the postal parcel, the addressee can prove his or her entitlement to accept the parcel by a verbal declaration to this end and by showing the electronic notification containing the postal parcel's ID number sent to the addressee's domestic mobile phone number suitable for receiving text messages.

In the event of delivery at a delivery point, as notification of the entitlement to receive mail of an authorised recipient other than the addressee, an electronic message containing the mail item's ID number sent to the addressee's domestic mobile phone number suitable for receiving text messages or e-mail address and forwarded to this other authorised recipient is also accepted.

Magyar Posta delivers mail items addressed to an organisation or addressed in a manner regarded as such in accordance with paragraphs 9) to 9/B) of point 6.2 of the GTC published on Magyar Posta's website complying with the relevant general conditions, without taking into account the special provisions regarding "mail items posted with additional service to be delivered to addressee in person".

Unless otherwise instructed, the retention (holding) period of an item starts from the working day following the first or second delivery attempt and, dependent on the sender's instruction, is 0, 5 or 10 working days.

The retention period of 0 days is not available for postal parcels addressed "Poste Restante" or to a Postal Point or Parcel Terminal, only 5 or 10 working days.

For mail items addressed to a Parcel Terminal the deadline for collection from the Parcel Terminal is the date and time (day, hour and minute) given by Magyar Posta in the SMS text message sent to the addressee's domestic mobile phone number suitable for receiving text messages and in the e-mail message sent to the addressee's electronic address. If this deadline passes without the parcel being collected, Magyar Posta will inform the addressee in another SMS text message sent to the addressee's domestic mobile phone number suitable for receiving text messages and in another e-mail message about the place where the mail item will be retained (held) and the period for which it will be retained (held) taking into account the optional retention time chosen by the sender (5 or 10 working days) and the option to collect the mail item according to the above.

If a mail item is addressed to a Parcel Terminal and an obstacle to depositing it in the Parcel Terminal arises, Magyar Posta will advise the



addressee about the place of retention (holding) and the period for which it will be retained (held) taking into account the optional retention time chosen by the sender (5 or 10 working days) in an SMS text message sent to the addressee's domestic mobile phone number suitable for receiving text messages and an e-mail message sent to the addressee's electronic address or by telephone. If this deadline passes without the parcel being collected, Magyar Posta may attempt the delivery of the item at the address given as the secondary address in the course of dispatch or return the item to the sender in accordance with paragraphs 3) and 4) of point 6.13 of the GTC published on Magyar Posta's website.

#### Transit time

Other services available with the product/service and their conditions of use

Detailed information on transit times based on calculations of statistical methodology is given in point 11 of the GTC published on Magyar Posta's website.

Furthermore, Magyar Posta ensures under the Inverz (return goods) service that customers of the contracting party may post mail items up to 40 kg to the contracting party free of charge. In this case the contracting party undertakes to fully accept all the mail items posted to its address and to pay the fee for the service subsequently.

- a) The address label necessary for using this service may be produced by the contracting party, or made accessible on the contracting party's website; the address label produced by the contracting party may be made available to the sender electronically or in a printed form, or, in accordance with paragraph six subpoints b) to d) of the subtitle "Packaging, sealing and addressing" it may be produced by the sender or by Magyar Posta commissioned by the sender. If the contracting party decides that the Inverz address label may be produced by the sender and Magyar Posta as well, by doing so the contracting party consents to its details given for addressing the Inverz parcel (addressee's name, place of destination, further address details) being featured and made available on Magyar Posta's website in the ADDRESS LABEL COMPLETION application.
- b) The sender of the Inverz parcel may use the Inverz parcel (return goods) service as well as the insurance, doorstep pick-up, "Cumbersome" and "Fragile" additional services/handling without paying an extra charge.
- c) Magyar Posta ensures that Inverz parcels may be posted ca) at all postal service outlets;
  - cb) through Magyar Posta's representative at the address at the same time as and based on a request indicated at the time of the delivery of the parcel;
  - cc) through doorstep pick-up (only in settlements indicated in the document entitled PARCEL SERVICES INFORMATION published on Magyar Posta's website);
  - cd) for customers with a separate written contract, at the acceptance places indicated in the document ACCEPTANCE POINTS AT OPERATIONAL UNITS published on Magyar Posta's website.



#### Name of product/service

#### 14. International EMS express mail

#### Product/service definition

An international registered and time-guaranteed service with the following types:

- a) Document (Print): an item of an individual or personal nature which contains communication, data or information recorded in a written form to be treated as a document (e.g. a deed, memorandum, invoice or contract) (exceptions are documents with a value in excess of HUF 20,000, e.g. an air ticket). Information stored on data carriers (e.g. floppy disc, CD) is also considered an item containing documents;
- b) Goods (Pack): all items which cannot be considered to be Print mail items under the previous subpoint a).

#### Basic fee for the product/service (HUF/piece), method of payment

The tariffs are given in the table following the product sheet. The tariff applicable depends on which zone the specific country specified as the place of destination is in. See the document COUNTRY GUIDE published on Magyar Posta's website.

When entering into a written contract the contracting parties may agree on rates other than those shown in the table. If the written contract does not include the fee for any additional or supplementary service, the sender must pay the fee for such services not containing any unfair surcharge subsequently announced by Magyar Posta.

The fee for the service can be paid in cash, by bank card payment transaction at workstations stated in information available at postal service outlets, through the application of the provisions of the GTC for the MYPOST LOYALTY CARD PROGRAMME published on Magyar Posta's website and, based on a separate written contract and upon the conditions laid down therein, by bank transfer. The mail items may not be dispatched with postage to be paid by the addressee.

## Contents, packaging, sealing and addressing

Information on the general conditions of posting with regard to the contents, packaging, sealing and addressing of mail items is given in point 3 of the GTC published on Magyar Posta's website, APPENDIX 1 as well as the document DANGEROUS GOODS EXCLUDED FROM TRANSPORTATION BY POST AND TRANSPORTABLE ON CERTAIN CONDITIONS and the link RANGE OF ARTICLES EXCLUDED FROM INTERNATIONAL POSTAL TRAFFIC AND ARTICLES TRANSPORTABLE ON CERTAIN CONDITIONS.

The packaging and sealing of items must comply with the separate rules for letter-mail items or postal parcels dependent on the contents (document or goods) and the value of the mail item.

Upon request, Magyar Posta will provide packaging material (cardboard or plastic pouch) for posting the item free of charge specifically for the use of this service.

The self-adhesive address label used by Magyar Posta bearing the EMS emblem and the individual identifier must be adhered to the cover of the item, or the sender can prepare the address label in the number of copies stated in the COUNTRY GUIDE for the country specified as the place of destination as follows:

a) senders with a written contract may, based on the technical specifications supplied or provided to them by Magyar Posta, using the address label completion application, produce the address labels themselves or have them produced;



- b) using the online ADDRESS LABEL COMPLETION application and recording the appropriate address details as required;
- c) completing the address label by hand when posting a postal parcel at a
  postal service outlet not indicated in column "T" of the POST OFFICE
  LIST published on Magyar Posta's website;
- d) when dispatching a postal parcel at the postal service outlets indicated in column "T" of the POST OFFICE LIST published on Magyar Posta's website, Magyar Posta uses the address label completion application to complete the address label based on information provided by the sender.

If the sender uses the address label supplied by Magyar Posta, this must be completed legibly using the information provided for this purpose.

In order to ensure successful delivery (contacting the addressee), the sender may indicate the addressee's telephone number and/or e-mail address on the address label.

The address label produced must contain the parcel's address so it is not compulsory to mark the address on the cover of the mail item. Unless the addressee gives other instructions, Magyar Posta will perform the postal service contract in accordance with the information provided on the address label.

The item can be addressed to a post office box.

#### Size

#### For the mail item

- a) the minimum size of its front side is 210 mm x 140 mm;
- b) items smaller than this may also be sent if their total dimensions allow them to be placed in a 220 mm x 150 mm pouch;
- c) the largest dimension in any direction may not be more than 1,500 mm, and the total of the item's three dimensions (length + 2x width + 2x height) may not exceed 3,000 mm.

Size limits other than these are given for each country in the COUNTRY GUIDE or information may be requested from Customer Service on (1) 333-7777.

#### Weight

Usually the maximum weight is 30 kg per item but weight limits other than this are given for each country in the COUNTRY GUIDE, or information may be requested from Customer Service on (1) 333-7777.

#### Available at

Items may be posted at postal service outlets where the EMS service is available, which are indicated in column "P" of the POST OFFICE LIST published on Magyar Posta's website, and, for postal service outlets also providing the doorstep/premises pick-up service based on a request by phone or in a written form, at the sender's premises.

To dispatch postal parcels weighing over 20 kg at the postal service outlets marked with "x up to 20 kg" in columns "N" and "P" of the POST OFFICE LIST published on Magyar Posta's website, Magyar Posta must be advised on the working day prior to posting.

For customers with a written contract also the ACCEPTANCE POINTS AT OPERATIONAL UNITS.

## Document in proof of dispatch, address label,

The address label specifically for this service both functions as the dispatch document and address label for the mail item. If the sender uses the address



## accompanying document, technical specifications

label supplied by Magyar Posta, this must be completed ensuring that the details completed are legible even on the last copy of the self-copying document.

Senders having a written contract with Magyar Posta may also produce the address label and the electronic posting list themselves or have it produced based on the technical specifications provided by Magyar Posta, but these must be inspected and approved by Magyar Posta before use.

#### Other posting conditions

The service is available for the countries listed in the document COUNTRY GUIDE published on Magyar Posta's website.

Mail items with dutiable contents intended to be sent to an address in a country outside the EU customs border must be accompanied by a CN 23 customs declaration form completed and signed by the sender. The CN 23 customs declaration form is part of the address label set used for the purpose of sending postal parcels.

Magyar Posta undertakes delivery by the deadline given under the subtitle "Time guarantee" if the items are posted before the deadline determined with regard to dispatch on the day in question stated on the announcement posted in the customer area at the postal service outlet, or in the case of the acceptance points indicated in the document entitled ACCEPTANCE POINTS AT OPERATIONAL UNITS published on Magyar Posta's website within the period of acceptance given there.

If the address label is produced by Magyar Posta based on information provided by the sender as described in subpoint d) of "Packaging, sealing and addressing", the sender must ascertain that the details of the address (name, address and other contact details of the sender and addressee) are correct and, if need be, point out any inaccuracies for correction.

# Additional and supplementary services available

The service includes the following additional and supplementary services without paying any additional fee: for Print mail items INSURANCE up to HUF 20,000; for Pack mail items INSURANCE up to HUF 50,000 if the sender has marked the amount on the address label of the postal parcel, DOORSTEP PICK-UP, TWO DELIVERY ATTEMPTS.

For an additional fee: INSURANCE – for items not containing documents – from HUF 50,000 to HUF 1,000,000.

## Other information related to the product/service

Magyar Posta undertakes without the payment of a separate fee to notify the sender of the delivery of a mail item or, if the mail item cannot be delivered, of the reason for non-delivery provided the sender has marked his or her e-mail address on the address label of the postal parcel.

Information about the franking methods and indicia is given in point 5 of the GTC published on Magyar Posta's website as well as the document POSTAGE PAID INDICIA.

INFORMATION related to the handling of mail items is available on Magyar Posta's website in the possession of the mail identifier.

Information on complaints and indemnity is given in the GTC published on Magyar Posta's website, Points 7 and 9. The deadline for submitting a complaint or a claim for compensation is four months from the date of dispatch of the item. As regards the delivery of an item, a request for data may be made for four months from the date of dispatch.





# Delivery Mail items sent by international mail are delivered in accordance with the delivery rules applied by the foreign postal operator cooperating with Magyar Posta in order to perform this service in the country which is the item's place of destination. Details of these are given in the COUNTRY GUIDE and the foreign postal operator's general terms and conditions.

## Time guarantee

The COUNTRY GUIDE provides more information about the delivery deadlines undertaken by Magyar Posta. For mail items containing dutiable goods the period of customs action is not included in the period of the time guarantee undertaken for delivery by Magyar Posta.

#### Other service available with the product/service and its conditions of use

Magyar Posta will first attempt the delivery of a mail item arriving from abroad to Hungary on the first working day following the mail item's acceptance by Magyar Posta and, based on the addressee's prior written instruction to this end, at designated postal service outlets on Saturdays<sup>9</sup>. Information about the date the mail item was accepted by Magyar Posta is given under INFORMATION on Magyar Posta's website. For mail items containing dutiable goods, the period of time required for customs action is not included in the delivery time undertaken by Magyar Posta for the first delivery attempt, which is provided for information only. If the first delivery attempt is unsuccessful, Magyar Posta will attempt to contact the addressee about the date and time of the repeated delivery attempt using the addressee's phone number indicated on the address label, and based on this Magyar Posta will perform the second delivery attempt.

<sup>&</sup>lt;sup>9</sup> The availability of the Saturday delivery attempt is made possible by Magyar Posta in accordance with the information given in the separate announcement on this service.



#### 1. Tariffs for mail items to the area of the EU\* (zones 1 and 2)

The tariffs below are subject to 27% VAT.

EMS Print items						
zone		1		2		
weight	net	gross	net	gross		
up to 0,25 kg	5 512	7 000	6 063	7 700		
up to 0,5 kg	5 591	7 100	6 142	7 800		
up to1 kg	5 669	7 200	6 220	7 900		
up to1,5 kg	5 748	7 300	6 378	8 100		
up to 2 kg	5 984	7 600	6 614	8 400		
up to 3-30 kg		same as EM	S Pack tariffs	•		
		EMS Pack iten	ıs			
zone		1		2		
weight	net	gross	net	gross		
up to1 kg	8 583	10 900	10 157	12 900		
up to 2 kg	8 898	11 300	10 709	13 600		
up to 3 kg	9 606	12 200	12 047	15 300		
up to 4 kg	9 921	12 600	12 283	15 600		
up to 5 kg	10 394	13 200	12 677	16 100		
up to 6 kg	11 260	14 300	13 543	17 200		
up to 7 kg	11 654	14 800	14 961	19 000		
up to 8 kg	12 126	15 400	16 693	21 200		
up to 9 kg	12 441	15 800	17 638	22 400		
up to10 kg	12 913	16 400	18 504	23 500		
up to 11 kg	15 276	19 400	20 394	25 900		
up to 12 kg	16 142	20 500	23 150	29 400		
up to 13 kg	18 032	22 900	25 039	31 800		
up to 14 kg	18 898	24 000	27 087	34 400		
up to 15 kg	20 787	26 400	28 898	36 700		
up to 20 kg	27 559	35 000	38 583	49 000		
up to 25 kg	32 756	41 600	48 189	61 200		
up to 30 kg	36 772	46 700	57 717	73 300		

<sup>\*</sup>Pursuant to the VAT Act, Monaco must be regarded as EU territory for the purposes of tax classification.



#### 2. Tariffs for mail items to the area outside the EU (zones 3 to 6)

Mail items posted to countries in these zones belong to a special tax exempt category (VAT Act, § 102), which means that items leave the territory of the Community under an export procedure and the fact of exiting the territory of the Community is certified by the exit authority.

	EMS Print items					
zone/weight	3	4	5	6		
up to 0,25 kg	6 600	7 000	7 500	8 500		
up to 0,5 kg	6 700	7 200	7 600	8 600		
up to1 kg	6 800	7 400	7 800	8 900		
up to1,5 kg	7 000	7 800	8 700	9 800		
up to 2 kg	7 200	8 000	9 300	10 600		
up to 3-30 kg		same as EMS	S Pack tariffs			
		EMS Pack item	ıs			
zone/weight	3	4	5	6		
up to1 kg	14 800	17 700	18 300	20 700		
up to 2 kg	15 400	18 300	19 300	23 800		
up to 3 kg	16 900	20 200	21 000	26 300		
up to 4 kg	18 000	21 500	22 200	27 800		
up to 5 kg	19 600	23 600	24 200	30 300		
up to 6 kg	20 600	24 600	25 600	31 900		
up to 7 kg	22 200	26 500	27 500	34 500		
up to 8 kg	23 900	28 400	29 600	36 800		
up to 9 kg	24 800	29 700	30 700	38 500		
up to10 kg	27 400	32 800	34 100	42 700		
up to 11 kg	28 000	33 900	35 500	43 300		
up to 12 kg	30 500	36 800	38 600	47 300		
up to 13 kg	33 000	39 900	41 900	51 300		
up to 14 kg	35 400	42 900	45 200	55 200		
up to 15 kg	38 000	45 900	48 300	59 000		
up to 20 kg	50 700	55 900	64 400	78 400		
up to 25 kg	63 400	66 400	77 900	91 300		
up to 30 kg	76 000	78 300	92 300	98 400		



Name of product/service	15. Európa+ parcel
Product/service definition	The Európa+ parcel (Europe+ parcel) is a tracked parcel containing articles or goods which may only be posted with the insured additional service to a destination abroad.

#### Basic fee for the product/service (HUF/piece), method of payment

The detailed tariffs are given in the table following the product sheet. The tariff applicable depends on which zone the specific country which is the item's place of destination is in. See the document COUNTRY GUIDE published on Magyar Posta's website.

When entering into a written contract the contracting parties may agree on rates other than those shown in the table. If the written contract does not include the fee for any additional or supplementary service, the sender must pay the fee for such services not containing any unfair surcharge subsequently announced by Magyar Posta.

The fee for the service can be paid in cash, by bank card payment transaction at workstations stated in information available at postal service outlets, through the application of the provisions of the GTC for the MYPOST LOYALTY CARD PROGRAMME published on Magyar Posta's website and, based on a separate written contract and upon the conditions laid down therein, by bank transfer. The mail items may not be dispatched with postage to be paid by the addressee.

## Contents, packaging, sealing and addressing

Information on the general conditions of posting with regard to the contents, packaging, sealing and addressing of mail items is given in point 3 of the GTC published on Magyar Posta's website, APPENDIX 1 as well as the document DANGEROUS GOODS EXCLUDED FROM TRANSPORTATION BY POST AND TRANSPORTABLE ON CERTAIN CONDITIONS and the link RANGE OF ARTICLES EXCLUDED FROM INTERNATIONAL POSTAL TRAFFIC AND ARTICLES TRANSPORTABLE ON CERTAIN CONDITIONS.

The address must be stated on the address label used specifically for the item.

The sender or Magyar Posta in subpoint d) must prepare the address label for the Európa+ parcel in the number of copies stated in the COUNTRY GUIDE for the country specified as the place of destination as follows:

- a) senders with a written contract may, based on the technical specifications supplied or provided to them by Magyar Posta, using the address label completion application, produce the address labels themselves or have them produced;
- b) using the online ADDRESS LABEL COMPLETION application and recording the appropriate address details as required;
- c) completing the address label by hand when posting a postal parcel at a postal service outlet not indicated in column "T" of the POST OFFICE LIST published on Magyar Posta's website;
- d) when dispatching a postal parcel at the postal service outlets indicated in column "T" of the POST OFFICE LIST published on Magyar Posta's website, Magyar Posta uses the address label completion application to complete the address label based on information provided by the sender.

In order to ensure successful delivery (contacting the addressee), the sender may indicate the addressee's telephone number and/or e-mail address on the address label.



The address label produced must contain the parcel's address so it is not compulsory to mark the address on the cover of the mail item. Unless the addressee gives other instructions, Magyar Posta will perform the postal service contract in accordance with the information provided on the address label.

Furthermore, it is advisable for senders to place their own address and the addressee's address inside the parcel.

#### Size

#### For the postal parcel

- a) the minimum size of its front side is 205 mm x 155 mm;
- b) the longest dimension may not exceed in any direction 1,500 mm, and the total of its three dimensions (length + 2x width + 2x height) may not exceed 3,000 mm.

#### Weight

#### At most 30 kg/ parcel

#### Available at

Postal service outlets designated for posting parcels listed in column "N" of the POST OFFICE LIST published on Magyar Posta's website.

To dispatch postal parcels weighing over 20 kg at the postal service outlets marked with "x up to 20 kg" in column "N" of the POST OFFICE LIST published on Magyar Posta's website, Magyar Posta must be advised on the working day prior to posting.

For customers with a written contract also the ACCEPTANCE POINTS AT OPERATIONAL UNITS.

#### Document in proof of dispatch, address label, accompanying document, technical specifications

The address label available at postal service outlets must be appropriately completed and placed on the front (flat surface) of the item. Senders with a written contract with Magyar Posta concluded for this purpose may, based on the technical guide provided by Magyar Posta, produce the address label with a barcode for posting Európa+ parcels themselves or have it produced, but the prior permission of Magyar Posta's representative must be obtained for the use of such accompanying forms.

The address label must be completed ensuring that the details completed are legible even on the last copy of the self-copying document. Hanging address labels must be attached to the items in a way that they cannot become detached while postal handling.

#### Other posting conditions

The service is available in the countries specified in the document COUNTRY GUIDE published on Magyar Posta's website.

The required additional and supplementary services included in the basic fee must be marked on the address label of the postal parcel.

A post office box address cannot be given as the sender or the addressee on the item.

If the address label is produced by Magyar Posta based on information provided by the sender as described in subpoint d) of "Packaging, sealing and addressing", the sender must ascertain that the details of the address (name, address and other contact details of the sender and addressee) are correct and, if need be, point out any inaccuracies for correction.

Postal parcels with dutiable contents intended to be sent to an address in a country outside the EU customs border must be accompanied by a CN 23 customs declaration form completed and signed by the sender. The CN 23 customs declaration form is part of the address label set used for the purpose



of sending postal parcels.

Magyar Posta undertakes to attempt to perform the transit time indicated under the "Transit time" heading if the mail items are posted before the daily forwarding time specified on the announcement in the customer area of postal service outlets.

Additionally, for customers with a written contract Magyar Posta also undertakes to attempt to perform the transit time indicated under the "Transit time" heading if the mail items are posted

- a) at the postal service point by the time specified for this on the announcement in the customer area;
- b) at the acceptance points indicated in the document ACCEPTANCE POINTS AT OPERATIONAL UNITS published on Magyar Posta's website within the period for acceptance given there

# Additional and supplementary services available

Magyar Posta includes the INSURED additional service in the basic fee. The insured value can be a maximum of HUF 120,000 for all countries specified as the place of destination uniformly. The amount of the insured value must be indicated in every case.

## Other information related to the product/service

Magyar Posta undertakes without the payment of a separate fee to notify the sender of the delivery of a mail item or, if the mail item cannot be delivered, of the reason for non-delivery provided the sender has marked his or her e-mail address on the address label of the postal parcel.

Information about the franking methods and indicia is given in point 5 of the GTC published on Magyar Posta's website as well as the document POSTAGE PAID INDICIA.

INFORMATION related to the handling of mail items is available on Magyar Posta's website in the possession of the mail identifier.

Information on complaints and indemnity is given in the GTC published on Magyar Posta's website, Points 7 and 9.

#### Delivery

Mail items sent by international mail are delivered in accordance with the delivery rules applied by the foreign postal operator cooperating with Magyar Posta in order to perform this service in the country which is the item's place of destination. Details of these are given in the COUNTRY GUIDE and the foreign postal operator's general terms and conditions.

#### Transit time

Except dutiable postal parcels, Magyar Posta attempts to deliver Európa+ parcel items posted before the daily forwarding time specified on the announcement in the customer area of the postal service outlet by the delivery deadline given for information purposes in the COUNTRY GUIDE. For mail items containing dutiable goods the period of customs action is not included in the period of the transit time provided by Magyar Posta for information.

#### Other services available with the product/service and their conditions of use

With the Inverz (return goods) service Magyar Posta ensures that tracked goods ordered from an international e-commerce retailer may be returned free of charge if the e-retailer is contracted to certain foreign postal operators (the addressee pays for the service) provided the sender undertakes

a) to download the address label and the document proving posting necessary for dispatch in Hungary from the e-retailer's or foreign postal operator's website (precise information regarding online access



- to these is given in the parcel containing the goods ordered by e-commerce or on the e-retailer's website),
- b) to print the downloaded and completed address label and the document proving posting in one copy on a white A4 sheet,
- c) to separate the address label in the upper section of the sheet from the document proving posting in the lower section along the marked line, and

to affix the upper section (address label) to the cover of the postal parcel to be posted following the instructions on the lower section.

The Inverz (return goods) service may only be used together with the insured additional service. If a sender in Hungary uses the Inverz (return goods) service when not entitled to do so, Magyar Posta will return the parcel to the sender charging the fee given in the document OTHER FEES RELATED TO POSTAL SERVICES\_published on Magyar Posta's website. By using the return service, the sender undertakes to renounce its right to indemnity in favour of the addressee of the item.



	Zone 1 (EU)		Zone 2 (EU)		Zone 3 (Europe)
weight	Európa- net	+ parcel gorss	Európa+ parcel		Európa+ parcel
up to1 kg	6 614	8 400	9 055	11 500	12 500
up to 2 kg	6 929	8 800	9 370	11 900	13 000
up to 3 kg	7 244	9 200	10 394	13 200	14 400
up to 4 kg	7 480	9 500	11 024	14 000	15 400
up to 5 kg	8 110	10 300	11 890	15 100	16 600
up to 6 kg	8 504	10 800	12 677	16 100	17 500
up to 7 kg	8 819	11 200	13 543	17 200	19 000
up to 8 kg	9 134	11 600	14 567	18 500	20 400
up to 9 kg	9 370	11 900	15 276	19 400	21 200
up to10 kg	9 685	12 300	16 929	21 500	23 500
up to 11 kg	11 024	14 000	17 480	22 200	24 100
up to 12 kg	12 047	15 300	19 134	24 300	26 300
up to 13 kg	13 071	16 600	20 709	26 300	28 500
up to 14 kg	14 016	17 800	22 205	28 200	30 600
up to 15 kg	14 961	19 000	23 780	30 200	32 900
up to 20 kg	20 000	25 400	31 654	40 200	43 700
up to 25 kg	24 803	31 500	39 449	50 100	54 400
up to 30 kg	29 764	37 800	47 402	60 200	65 400

The Európa+ parcel service is subject to 27% VAT to European Union member states, while parcels to countries outside the European Union belong to a special tax exempt category (VAT Act, § 102), which means that items leave the territory of the Community under an export procedure and the fact of exiting the territory of the Community is certified by the exit authority.

European Union member state should be understood to mean the definition in Annex 1 to Act CXXVII of 2007.



NIama of	ana darak	la arriga
Name of	producy	/service

#### 16. MPL Europe Standard parcel

**Product/service definition** 

The MPL Europe Standard parcel product/service is a tracked mail item for posting articles and goods to a destination abroad.

#### Basic fee for the product/service (HUF/piece), method of payment

The service is subject to 27% VAT.

	Zone 1 (EU)			
weight	net	gross		
up to 2 kg	5 669	7 200		
up to 5 kg	6 614	8 400		
up to 10 kg	7 874	10 000		
up to 15 kg	10 157	12 900		
up to 20 kg	13 701	17 400		
up to 25 kg	17 559	22 300		
up to 31.5 kg	21 969	27 900		

If a written contract is signed, the contracting parties may agree on basic fees other than those stated in the separate table. If the written contract does not include fees for additional and/or supplementary services, the sender must pay the fee for such services not containing any unfair surcharge subsequently announced by Magyar Posta.

The fee for the service can be paid in cash, by bank card payment transaction at workstations stated in information available at postal service outlets, through the application of the provisions of the GTC for the MYPOST LOYALTY CARD PROGRAMME published on Magyar Posta's website and, based on a separate written contract and upon the conditions laid down therein, by bank transfer. The mail items may not be dispatched with postage to be paid by the addressee.

## Contents, packaging, sealing and addressing

Information on the general conditions of posting with regard to the contents, packaging, sealing and addressing of mail items is given in point 3 of the GTC published on Magyar Posta's website, APPENDIX 1 as well as the document <a href="mailto:dangerous goods excluded from transportation by post and the link range of articles excluded from international postal traffic and articles transportable on certain conditions.">Dangerous goods excluded from transportation by post and the link range of articles excluded from international postal traffic and articles transportable on certain conditions.

As regards the contents that may be placed in mail items as well as their preparation for posting, and in particular the packaging to be applied, restrictions are listed in APPENDIX 1.

The sender can prepare the address label for the parcel as follows:

- a) senders with a written contract with the address label completion application provided for them by Magyar Posta;
- b) with the online ADDRESS LABEL COMPLETION application, recording the appropriate address details.

The address label produced in accordance with subpoints a) and b) must contain the parcel's address so it is not compulsory to mark the address on the cover of the mail item. Unless the addressee gives other instructions, Magyar Posta will perform the postal service contract in accordance with the information provided on the address label.

In order to ensure successful delivery (to contact the addressee), the sender may



mark the addressee's telephone number and/or e-mail address on the address label as well.

Furthermore, it is advisable for senders to place their own address and the addressee's address inside the parcel.

#### Size

#### For the mail item

- a) the minimum size of the front is 105 mm x 205 mm,
- b) the longest dimension may not exceed in any direction 1,200 mm, and the size in the other two directions (width and height) may not exceed 600 mm each.

Mail items with the following dimensions can be posted with the "Cumbersome" additional service/handling:

- a) the longest dimension exceeds 1,200 mm but does not exceed 2,000 mm, or
- b) the width exceeds 600 mm but does not exceed 1,200 mm or
- c) the height exceeds 600 mm but does not exceed 800 mm, but the total of the three dimensions (length + 2x width + 2x height) may not exceed 3,600 mm even in this case.

Mail items are also classified as "cumbersome" if they require different handling when placed in a receptacle due to their shape (and in particular they have protuberant or projecting parts that create unusable, empty spaces, e.g. a cylindrical shape), or which due to their nature cannot be placed together with other items or require special handling (e.g. bicycle, furniture, plant).

If necessary, Magyar Posta also handles mail items posted together with their receptacle or unit load as cumbersome if their area exceeds  $1,200 \times 800$  mm (any side including the receptacle) or their height exceeds 1600 mm, but their area is under  $1,600 \times 1,200$  mm or the height is under 1,800 mm.

#### Weight

#### At most 31.5 kg/parcel

#### Available at

Postal service outlets listed in column "T" of the POST OFFICE LIST published on Magyar Posta's website.

To dispatch postal parcels weighing over 20 kg at the postal service outlets marked with "xx" in column "N" of the POST OFFICE LIST published on Magyar Posta's website, Magyar Posta must be advised on the working day prior to posting.

For customers with a written contract also the ACCEPTANCE POINTS AT OPERATIONAL UNITS.

#### Document in proof of dispatch, address label, accompanying document, technical specifications

The address label completed appropriately using the ADDRESS LABEL COMPLETION application must be placed on the front (flat surface) of the mail item. Senders with a written contract with Magyar Posta concluded for this purpose may, based on the technical guide provided by Magyar Posta, produce the address label with a bar code necessary for posting parcels themselves or have it produced, but the prior permission of Magyar Posta's representative must be obtained for the use of such address labels.

Hanging address labels must be attached to the items in a way that they cannot become detached during postal handling.



#### Other posting conditions

The service is available for the countries specified in the document COUNTRY GUIDE published on Magyar Posta's website.

The use of any required additional and supplementary services included in the basic fee of the service must be indicated separately on the parcel's address label using the ADDRESS LABEL COMPLETION application.

A post office box address cannot be given as the sender or the addressee on the item.

Magyar Posta undertakes to attempt to perform the transit time indicated under the "Transit time" heading if the mail items are posted before the daily forwarding time specified on the announcement in the customer area of postal service outlets.

Additionally, for customers with a written contract Magyar Posta also undertakes to attempt to perform the transit time indicated under the "Transit time" heading if the mail items are posted

- a) at the postal service point by the time specified for this on the announcement in the customer area;
- b) at the acceptance points indicated in the document ACCEPTANCE POINTS AT OPERATIONAL UNITS published on Magyar Posta's website within the period for acceptance given there.

# Additional and supplementary services available

The service includes the following additional and supplementary services for no extra charge: VALUE INSURANCE if the sender has marked the amount on the address label of the postal parcel, two delivery attempts.

The insured value can be a maximum of HUF 150,000 for all countries specified as the place of destination uniformly.

If a written contract is concluded for the service, in addition to the above, the following additional and supplementary services are included for no additional charge: doorstep pick-up.

If a written contract is signed and for an additional fee, the following additional and supplementary services can be used: "Cumbersome"

## Other information related to the product/service

Magyar Posta only enters into a written contract with legal entities not classified as natural persons. However, no written contract may be concluded for this product/service at postal service outlets operated by Postal Partners and neither may additional or supplementary services requiring this be used.

Information about the franking methods and indicia is given in point 5 of the GTC published on Magyar Posta's website as well as the document POSTAGE PAID INDICIA.

INFORMATION related to the handling of mail items is available on Magyar Posta's website in the possession of the mail identifier.

Under the Inverz (return goods) service based on a written contract, Magyar Posta ensures that the addressee of mail items posted in this way has the possibility of returning goods ordered in international e-commerce free of charge to the e-retailer in a contractual relationship with certain foreign postal operators.

The fee of the MPL Europe Standard parcel posted under the Inverz service is paid by its addressee (the e-retailer with a written contract) subsequently.

Information on complaints and compensation is given in the GTC published on



	Magyar Posta's website, Points 7 and 9. The deadline for submitting a complaint or a claim for compensation is one year from the date of dispatch of the item. As regards the delivery of an item, a request for data may be made for one year from the date of dispatch.
Delivery	Mail items sent by international mail are delivered in accordance with the delivery rules applied by the foreign postal operator participating with Magyar Posta in order to perform this service in the country which is the item's place of destination. Details of these are given in the COUNTRY GUIDE and the foreign postal operator's general terms and conditions.
Transit time	Magyar Posta attempts to deliver MPL Europe Standard parcels posted before the daily forwarding time specified on the announcement in the customer area of the postal service outlet by the delivery deadline given for information purposes in the COUNTRY GUIDE.
Other service available with	Magyar Posta will attempt the delivery of mail items arriving from abroad to

#### the product/service and its conditions of use

Hungary twice.

As regards the delivery of a mail item arriving in Hungary from abroad, Magyar Posta may provide an additional or supplementary service undertaken by the foreign postal operator which Magyar Posta does not provide for mail items addressed to an international destination.

Magyar Posta ensures under the Inverz (return goods) service that tracked mail items containing articles or goods ordered in international e-commerce are forwarded as return goods exclusively by road to foreign e-retailers in a contractual relationship with specific postal operators. Based on a valid address label provided by the e-retailer, the customers of the contracting party (the senders of the returned goods) may post mail items to the e-retailer free of charge. Details about the availability of the address label are given in the information in the mail item containing the goods ordered through e-commerce or on the retailer's website. In this case the contracting party undertakes to fully accept all the mail items posted to its address and to pay the fee for the service subsequently. The address label provided by the e-retailer for the sender of the Inverz parcel can only be used for one Inverz mail item sent as return goods. If a sender in Hungary uses this service when not entitled to do so, Magyar Posta will return the parcel to the sender charging the fee given in point 3 of the document OTHER FEES RELATED TO POSTAL SERVICES published on Magyar Posta's website.

The sender of the Inverz mail item containing the return goods renounces the right to compensation in favour of the addressee of the item (the e-retailer).

The sender of the Inverz parcel may use the Inverz parcel (return goods) service as well as the doorstep pick-up and the "Cumbersome" additional service/handling without paying an extra charge.

Magyar Posta ensures that Inverz parcels may be posted

- a) at all postal service outlets;
- b) through Magyar Posta's representative at the address at the same time as and based on a request indicated at the time of the delivery of the parcel;
- c) through doorstep pick-up (only in settlements indicated in the document entitled PARCEL SERVICES INFORMATION published on Magyar Posta's website);
- d) for customers with a separate written contract, at the acceptance places



indicated in the document ACCEPTANCE POINTS AT OPERATIONAL UNITS published on Magyar Posta's website.

Inverz items sent as return goods are delivered in accordance with the delivery rules of the foreign postal operator in the item's destination country indicated in INTERNATIONAL ZONE CLASSIFICATIONS which is cooperating with Magyar Posta and appeared as the accepting postal operator on the MPL Europe Standard parcel delivered previously to the sender of the Inverz item now being returned. Details of these rules are given in the foreign postal operator's general terms and conditions.



#### 17. Compulsory additional services under the universal postal service

#### 17.1 Registered

#### Fee in HUF for the additional service

The fee for the additional service is VAT exempt.

When sent to a domestic destination:

Registered	545

The above fee is only valid with the use of an electronic posting list. When dispatched at a postal service outlet not marked in column "T" of the POST OFFICE LIST published on Magyar Posta's website, Magyar Posta only applies the above fee if 2 copies of the paper-based posting list containing the details of the mail items indicated in the electronic posting list are handed over in the course of dispatch and additionally a printed copy of the confirmation of receipt by Magyar Posta of the sent electronic posting list is also made available by the sender to Magyar Posta.

The fee below applies to using paper-based documents in proof of dispatch (dispatch receipt, posting list, dispatch book) prepared in accordance with paragraph 1) of point 3.6.1 of the GTC published on Magyar Posta's website and the requirements contained in the COLLECTION OF SPECIMENS:

Registered	600
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When sent to an international destination:

Registered	1 960
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A mail item with non-dutiable content intended to be posted in international mail with additional service based on this product sheet may be posted with a paper-based document certifying dispatch or an electronic posting list that meets the conditions of the TECHNOLOGICAL GUIDE following 1 July 2019.

A mail item with dutiable content using electronic posting list may only be dispatched with an electronic posting list that meets the conditions of the TECHNOLOGICAL GUIDE following 10 September 2020.

In the case of dispatching mail items at postal service outlets not marked in column "T" of the POST OFFICE LIST published on Magyar Posta's website, the above fees are only applied by Magyar Posta if two copies of

#### Definition of the additional service

An additional postal service classified as an extra service available at all postal service outlets which records ordinary domestic and international mail items and items containing literature for the blind as registered items for which Magyar Posta is liable for damages in the form of flat-rate indemnity in the event of defective performance.

In domestic mail, Magyar Posta delivers

- a) letter-mail items,
- b) mail items containing literature for the blind

posted with this additional service, i.e. recorded letter-mail items – except for mail items that cannot be delivered to a letterbox due to their size –, to a letterbox used for this purpose or by placement to a delivery point instead of delivering in person and records the fact of delivery on the delivery document or the technical device for recording the fact of delivery.

In international mail, the additional service is available only if the letter-mail item or the mail item containing literature for the blind is posted as priority. In international mail, the delivery of mail items posted with this additional service takes place in accordance with the rules of delivery undertaken by the foreign postal operator cooperating with Magyar Posta in order to perform the service in the destination country. Further information is available about this in the general terms and conditions of the foreign postal operator.

To use this additional service, a fully completed (except for the sections to be completed by Magyar Posta) paper-based document in proof of dispatch (dispatch receipt, posting list, dispatch book) or, instead of this, an electronically recorded database (electronic posting list) must be handed or sent in.

More information about the conditions is given in the GTC published on Magyar Posta's



the paper-based posting list containing the particulars of the items specified in the electronic posting list are submitted at the time of dispatch of the items, and the sender provides Magyar Posta with the paper-based confirmation by Magyar Posta of the acceptance of the electronic posting list.

website, Point 3, and the product sheets for the services.

#### 17. 2 Insured items

#### Fee in HUF for the additional service

The fee for the additional service is VAT exempt.

domestic	letter-mail items
MPL Postal Parcel - for	
every HUF 10,000	290
commenced of the insured	
value	
international postal parcel	
- for every HUF 5,000	655
commenced of the insured	
value	

#### Definition of the additional service

An additional postal service classified as an extra service available at all postal service outlets under which Magyar Posta bears liability for damages for the contractual performance of the service related to registered mail items in domestic and international traffic up to the value of the mail item declared by the sender at the time of posting.

The sender must indicate the insured value – expressed in Hungary's currently valid legal currency – on the address label of postal parcels intended to be posted with the insured additional service.

The product sheets and the COUNTRY GUIDE (provided the insured additional service is available in the specific country) contain the highest insured amounts that may be requested for certain services and, in international mail, for postal services to each country specified as the place of destination together with the method of marking the insured amount on the address label, but the insured values may not be greater than the true market value of the contents with the exception of contents with non-commercial (intellectual) value.

More information about the conditions is given in the GTC published on Magyar Posta's website, Point 3, and the product sheets for the services.

#### 17. 3 Advice of delivery

#### Fee in HUF for the additional service

The fee for the additional service is VAT exempt.

When sent to a domestic destination:

Domestic letter-mail items	395

The above fee is only valid with the use of an electronic

#### Definition of the additional service

An additional postal service classified as an extra service available at all postal service outlets for domestic and international registered mail items under which Magyar Posta returns to the sender a document recording the date of delivery, the name of the authorised recipient and the fact of delivery, or makes available to the sender as delivery confirmation (in

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posting list which complies with the conditions of the TECHNOLOGY GUIDE valid after 1 July 2019. When dispatched at a postal service outlet not marked in column "T" of the POST OFFICE LIST published on Magyar Posta's website, Magyar Posta only applies the above fee if 2 copies of the paper-based posting list containing the details of the mail items indicated in the electronic posting list are handed over in the course of dispatch and additionally a printed copy of the confirmation of receipt by Magyar Posta of the sent electronic posting list is also made available by the sender to Magyar Posta.

The fees below apply to using paper-based documents in proof of dispatch (dispatch receipt, posting list, dispatch book) prepared in accordance with paragraph 1) of point 3.6.1 of the GTC published on Magyar Posta's website and the requirements contained in the COLLECTION OF SPECIMENS or when an electronic posting list that complies with the conditions of the TECHNOLOGY GUIDE valid before 1 July 2019 is used:<sup>10</sup>

Domestic letter-mail items	430
MPL Postal Parcel	375

In the course of posting an MPL postal parcel, the advice of delivery must be made available to Magyar Posta in paper form and produced in compliance with the requirements of the COLLECTION OF SPECIMENS.

#### When sent to an international destination:

Advice of delivery	885

In the course of posting outbound international registered mail items, the advice of delivery must be made available to Magyar Posta in paper form and produced in compliance with the requirements of the COLLECTION OF SPECIMENS.

electronic format) the data recorded by the technical device recording the fact of delivery in the course of the delivery of a domestic lettermail item to be delivered by personal handover or, in the case of a postal parcel or international registered mail item, the advice of delivery.

If the sender uses an electronic posting list meeting the conditions of the TECHNOLOGICAL GUIDE prior to 1 July 2019, the delivery confirmation can only be viewed at the repository provided by Magyar Posta.

For international mail items, it is available only if the destination of a mail item intended to be posted is abroad and the letter-mail item or the mail item containing literature for the blind is posted as priority.

In international mail the postal service providers of some countries do not undertake to fulfil the advice of delivery additional service or to obtain the signature of the addressee upon the delivery of mail items posted with the advice of delivery additional service. Detailed information on these restrictions is available in the COUNTRY GUIDE. If the foreign postal service provider does not undertake to obtain the signature of the addressee in order to fulfil the advice of delivery additional service, the fact and date of delivery will be verified with a postal signature and date stamp imprinted on the advice-of-delivery form. The address given as the return address on the advice of delivery or in the electronic posting list and the address of the sender marked on the cover of the mail item do not have to be the same but the return address may only be an address outside Hungary if the advice of delivery additional service is used internationally. The sender may give any address for the return address on the advice-of-delivery form or in the electronic posting list provided it is written in a clear and legible manner as described in subpoints b) to d) of paragraph 7) or paragraphs 8) to 9) of Point 3.5 of the GTC published on Magyar Posta's website. Magyar Posta expects the section intended for the purpose of entering the return address on the advice of delivery not to contain any other data (e.g. tax number) apart from the address- whether completing the form by hand or computer or applying a stamp impression and the return address only to appear within this specific section.

When preparing postal parcels and outbound international registered mail items for dispatch,



the completed advice of delivery form must be affixed to the mail item with its front side face up only using the self-adhesive strips. If this is not done, Magyar Posta will refuse to conclude a service contract pursuant to the contents of point 4.3.3 of the GTC published on Magyar Posta's website.

The "Customer's own notes" section on the delivery confirmation containing data recorded while delivering a domestic letter-mail item to be delivered by personal handover may not always contain the details given in the electronic posting list or in the EPOSTINGBOOK in accordance with the SEPARATE GTC if

- a) the sender prepared the letter-mail item for posting during the outage time of the availability of the ePostingBook application;
- b) due to an unforeseeable technical obstacle during the acceptance of the letter-mail item for dispatch, the electronic posting list's data file cannot be downloaded;
- c) due to an unforeseeable obstacle the information marked in this section is not available in the system controlling the production of the delivery confirmation.

After the delivery of the domestic letter-mail item sent with the advice-of-delivery additional service, in addition to making the delivery confirmation available to the sender, Magyar Posta will provide the delivery confirmation, or its details, or a paper-based copy of it against the payment of the fee of

- a) the CERTIFIED PAPER-BASED COPY OF THE DELIVERY CONFIRMATION additional service or
- b) the DATA SUPPLY supplementary service dependent on the time when the sender makes the request.

More information about the conditions is given in the GTC published on Magyar Posta's website, point 3, and the product sheets for the services.



**17.4** -10

#### 17. 5 Information related to postal handling (postal technology tracking)

#### Fee in HUF for the additional service

#### Definition of the additional service

This service is included in certain basic services indicated on the product sheets for no extra charge.

Based on the individual identifier of a registered mail item, Magyar Posta provides information about the date of the mail item's acceptance and delivery as INFORMATION available online for at most one year from the date of dispatch of the mail item.

**17.** 6 **-**<sup>11</sup>

<sup>&</sup>lt;sup>10</sup> Repealed on 29 June 2020.

<sup>&</sup>lt;sup>11</sup> The provisions given in this point are contained in point 18.3 as of the date of entry into force of the modification (1 January 2021).



# 18. Additional services available under the postal service

## 18. 1 Track and trace

#### Fee in HUF for the additional service

This service is included in certain basic services indicated on the product sheets for no additional charge.

## Definition of the additional service

A technology used by Magyar Posta based on a mail item's individual ID code for TRACK AND TRACE and to provide information about the mail item's postal handling including at least the place and date of posting, the delivery date, the entitlement of the person who received the item, or, if delivery is unsuccessful, the further handling of the mail item, which can be accessed on the internet or is sent in a text message documented and forwarded by an electronic telecommunications network.

Information is given on the working day following the event at the latest, and at most three months after the working day following the last event that occurred to the item.

# 18. 2 Insured items (when using a non-universal postal service)

# Fee in HUF for the additional service

The service is subject to 27% VAT.

	net	gross
MPL Business Parcel for each HUF 10,000 over HUF 50,000		425
International EMS express mail between HUF 50,000 and 1,000,000, for each HUF 10,000 commenced	500	635

#### Definition of the additional service

Identical to the information for compulsory additional services provided under the universal postal service.

Unless otherwise stated on the separate product sheets, Magyar Posta undertakes this additional service for a separate fee.

## 18. 3 Certified paper-based copy of the delivery confirmation

## Fee in HUF for the additional service

# The VAT category of this additional service is the same as that of the basic service.

Domest	ic let	ter-ma	ail	items	
(when	using	the	un	iversal	60
postal s	ervice)				

Issuing a copy of delivery confirmation for at most 200 mail

#### Definition of the additional service

Based on the sender's declaration made prior to entering into the postal service contract and for a fee, Magyar Posta provides for domestic letter-mail items posted with the advice of delivery additional service a certified paper-based copy of the delivery confirmation produced through the KEÜSZ (Central Electronic Administration Services)



items posted with a paper-based document in proof of dispatch, not based on a separate written contract, is free of charge.

conversion service converting electronic documents into certified paper-based documents.

**18. 4 -**<sup>12</sup>

## 18.5 Doorstep pick-up

#### Fee in HUF for the additional service, method of payment

This service is included in certain basic services indicated on the product sheets for no additional charge.

#### Definition of the additional service

The sender may request by phone or in person that a mail item be collected within a specified period of time from a specific address (doorstep/premises pick-up):

- a) for MPL Business Parcels, and MPL Europe Standard Parcels as well as MPL Business Parcels or MPL Europe Standard parcels posted as return goods under the Inverz service: at the postal service outlets listed in the document PARCEL SERVICES INFORMATION published on Magyar Posta's website,
- b) and for international EMS express mail items: at the postal service outlets listed in column "P" of the POST OFFICE LIST published on Magyar Posta's website.

Only available on working days. Magyar Posta will reply to the sender within 1 hour of the request at the latest whether or not it can fulfil the request. Magyar Posta will advise the sender of the planned time of the pick-up in a separate notification stating a 3 hour period on the working day previously agreed with the sender.

During doorstep/premises pick-up, one or more parcels may be dispatched. If the conditions for posting under the given service are not satisfied or in the case of a request that cannot be met, Magyar Posta will refuse to accept the item.

If, in the absence of measuring devices, the exact weight and size of the mail item cannot be established in the course of acceptance, Magyar Posta will weigh and measure the item under official conditions at the postal service outlet and record the weight of the

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<sup>&</sup>lt;sup>12</sup> Repealed on 16 October 2021



item on the accompanying document.

If the weight or size of the mail item provided by the sender during doorstep/premises pick-up differs from the result of weighing and measuring the item under official conditions at the postal service outlet, which produces a difference in fees, Magyar Posta will not forward the item until the difference is paid. If the weight or size of the mail item established under official conditions exceeds the maximum weight or size limits, the mail item will be returned to the sender and the postage fee collected for the unperformed additional service will be refunded.

#### 18.6 Cumbersome

#### Fee in HUF for the additional service

#### Definition of the additional service

The VAT category of this additional service is the same as that of the basic service.

The extra charge for the "Cumbersome" additional service/handling for a postal parcel sent by domestic mail is an amount identical to the basic fee of the dispatched parcel and the fee given in the COUNTRY GUIDE for parcels sent by international mail.

For items to be posted with both "Cumbersome" and "Fragile" additional services/handling, of the additional charges for the "Cumbersome" and "Fragile" additional service/handling, only the fee for the "Cumbersome" additional service/handling will be charged. However, the item must be packed in compliance with the special conditions for the characteristics and nature of the fragile content.

If a written contract is concluded, the contracting parties may agree a fee other than that stated above.

Postal parcels whose three dimensions together are more than 1,800 mm but do not exceed 3,000 mm or whose longest dimension is more than 1,000 mm but does not exceed 2,400 mm may be sent by domestic mail using "Cumbersome" additional the service/handling. Parcels which require different handling when placed in a receptacle due to their shape (and in particular they have protuberant or projecting parts that create unusable, empty spaces, e.g. a cylindrical shape), or which due to their nature cannot be stacked together with other mail or require special handling (e.g. a bicycle, a piece of furniture, a plant) are also classified as "Cumbersome".

If necessary, Magyar Posta also handles mail items posted together with their receptacle or unit load as cumbersome if their area exceeds 1,200 x 800 mm (any side including the receptacle) or their height exceeds 1600 mm, but their area is under 1,600 1,200 mm or the height is under 1,900 mm.

If the longest dimension of the postal parcel handled as Cumbersome exceeds 2,000 mm or the height of a mail item posted together with its receptacle or unit load exceeds 1,800 mm, Magyar Posta will only ensure that the parcel can be dispatched dependent on the result of prior consultation and provided such a parcel is entered on a separate electronic posting list.

A separate product sheet provides



information on the size limits of mail items to be posted by international mail using the "Cumbersome" additional service/handling.

## 18.7 Fragile

#### Fee in HUF for the additional service

The VAT category of this additional service is the same as that of the basic service.

The additional charge for the "Fragile" additional service/handling for a postal parcel sent by domestic mail is an amount identical to 75% of the basic fee of the dispatched parcel.

For items to be posted with both the "Cumbersome" and the "Fragile" additional services/handling, of the additional charges for "Cumbersome" and "Fragile" additional service/handling, only the fee for the "Cumbersome" additional service/handling will be charged.

If a written contract is concluded, the contracting parties may agree a fee other than that stated above.

#### Definition of the additional service

In order to keep undamaged postal parcels posted as "Fragile", Magyar Posta handles them separately from non-fragile mail items.

Mail items that contain a fragile and easily damaged object based on the marking of the content on the cover and use inner and outer packaging as described in APPENDIX 1 published on Magyar Posta's website must be posted as "fragile".

If a mail item contains a fragile or easily damaged object, in order to ensure special handling the sender must mark the request for the "Fragile" additional service/handling on the address label and on the document in proof of dispatch and in the electronic posting list.

## 18. 8 Special Christmas postmark

#### Fee in HUF for the additional service

## Definition of the additional service

The VAT category of this additional service is the same as that of the basic service. The fee quoted is exclusive of VAT.

domestic, international	80

Magyar Posta marks and forwards mail items with an intricately designed special stamp and Christmas postmark through the post office in the village of Nagykarácsony (literal translation: "Christmas").

Each week during the four weeks of Advent a different festive postmark is used on the mail. Magyar Posta forwards mail with the postmark for the current week addressees immediately after stamping the items. Available for priority and nonpriority letters (postcards, picture postcards) and priority and non-priority (postcards, picture identified letters postcards) intended for dispatch domestic and international addresses from the first day of Advent until the 26th of December.



This service may not be used with other additional and supplementary services.



# Other additional services available with postal parcels posted under the MPL Business Parcel

## 18.9 Advice of delivery (when using a non-universal postal service)

#### Fee in HUF for the additional service

#### Definition of the additional service

The service is subject to 27% VAT. The gross fee below includes 27% VAT.

	net	gross
Advice of delivery	295	375

Identical to the general and MPL Postal Parcelrelated information for compulsory additional services provided under the universal postal service.

## 18. 10 Delivery to addressee in person

## Fee in HUF for the additional service

The VAT category of this additional service is the same as that of the basic service. The gross fee below includes 27% VAT.

	net	gross
Delivery to addressee in	299	380
person	299	300

#### Definition of the additional service

Magyar Posta undertakes to deliver registered mail items posted with the delivery to the addressee in person additional service appearing in the tariff table for this additional service that are addressed to a natural person only in person to the addressee or to the authorised representative of the addressee who is entitled to receive specific mail items or all mail items.

Magyar Posta delivers mail items addressed to an organisation or addressed in a manner regarded as such in accordance with paragraphs 9) to 9/B) of point 6.2 of the GTC published on Magyar Posta's website complying with the relevant general conditions, without taking into account the special provisions for mail items posted with "Delivery to addressee in person" additional service.

# 18. 11 Addressee pays

#### Fee in HUF for the additional service

## The service is subject to 27% VAT.

	net	gross
MPL Business Parcel	949	1 205

#### Definition of the additional service

Magyar Posta undertakes to perform the postal service contract for items appearing in the tariff table for this additional service by making the addressee pay

- a) the fee for postage and the fee for this additional service;
- b) -13

to Magyar Posta in the course of successful delivery

A. during delivery at the address in cash or by payment transaction using a bank card to a delivery person equipped with a POS terminal for this purpose indicated in the document PARCEL

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<sup>&</sup>lt;sup>13</sup> Repealed on 1 September 2018.



- SERVICES INFORMATION published on Magyar Posta's website;
- B. during delivery at a postal service point in cash, and at workstations given in information available at postal service points by payment transaction using a bank card.

If delivery is unsuccessful, the sender must pay the fee for both the dispatch and return of the item. When the "addressee pays" additional service is required at the same time as doorstep/premises pick-up, the sender must pay the fee for the collection when the mail item is dispatched.

Magyar Posta regards the following behaviour by the sender as violating the principle of good faith and fairness: if the sender repeatedly refuses to accept the return delivery of mail items posted with this additional service whose delivery to the addressee was unsuccessful, or if the sender fails to pay the postage or return delivery fee.

## 18. 12 Payment for goods

#### Definition of the additional service

Magyar Posta delivers postal parcels sent by domestic mail appearing in the tariff table for this additional service after collecting the payment-for-goods amount specified by the sender, and pays in cash the thus collected sum to the recipient marked as the sender on the item or transfers it to the bank account given by the sender/recipient.

The payment-for-goods amount is payable

- a) during delivery at the address in cash or by payment transaction using a bank card to a delivery person equipped with a POS terminal for this purpose indicated in the document PARCEL SERVICES INFORMATION published on Magyar Posta's website;
- b) during delivery at a POSTAL POINT in cash or by payment transaction using a bank card, and at postal service points in cash and at workstations given in information available at postal service points by payment transaction using a bank card;
- c) during delivery of a postal parcel addressed to a PARCEL TERMINAL only by payment transaction using a bank card.

Based on the sender's request made as a subsequent instruction as provided for under point 4.3.2 of the GTC published on Magyar Posta's website, the payment-for-goods amount for an MPL Business parcel may be reduced or cancelled prior to the delivery of the mail item.

When an item is dispatched with the payment for goods in cash service, Magyar Posta undertakes to remit the payment-for-goods amount on a payment order to the recipient indicated on the mail item as the sender within four working days of the delivery of the item.

Magyar Posta undertakes to transfer payment-for-goods amounts to a recipient indicated as the sender who requires the transfer of the payment-for-goods amount to a bank account to the recipient's bank account on the second working day after delivery at the latest. Magyar Posta undertakes to transfer several payment-for-goods amounts to be transferred to the same bank account to recipients indicated as the sender who



require the transfer of the payment-for-goods amounts to a bank account – and become entitled to the payment-for-goods amounts after the delivery of several mail items – in a single daily remittance handling these as combined irrespective of the number of mail items unless the person entitled to the payment-for-goods amounts instructs otherwise. Any claim related to the combined payment-for-goods amount of mail items delivered on a given day will be regarded as a single-amount claim and claims will be enforced bearing this in mind.

If a postal intermediary is used, the sender is entitled to specify the bank account number. If the sender using a postal intermediary so states, the bank account number of the postal intermediary may also be given. The collection of payment-for-goods amounts is requested by the sender, and forwarding the collected sum to the sender requires no separate instruction by the addressee. The sender marked on the mail item and the recipient of the amount of the payment-for-goods must be the same, and only the other details of the address may be different.

#### Fee in HUF for the additional service

The service is subject to 27% VAT.

MPL Business parcel	by bank transfer		in cash	
	net	gross	net	gross
up to HUF 50 000	406	515	658	835
up to HUF 100 000	724	920	937	1 190
up to HUF 200 000	1 035	1 315	1 433	1 820
up to HUF 500 000	1 661	2 110	2 083	2 645
up to HUF 1 000 000	2 819	3 580	3 185	4 045
up to HUF 2 000 000	5 744	7 295	5 913	7 510

## Other information related to the additional service

On the address label of mail items intended to be posted using the payment-for-goods service, the amount which the sender instructs Magyar Posta to collect from the addressee must be marked in numbers.

Magyar Posta will retain any payment-for-goods amount that could not be delivered to the sender of the item (the recipient in Hungary of the payment-for-goods amount) and remained uncollected despite a written notice for 1 year from the date of posting in accordance with the rules of the Civil Code on unjustified possession.

- a) in the case of a payment claim within the retention period, Magyar Posta will make the payment-for-goods amount available after deducting the fee given in the announcement "Fees for domestic postal order and other services" published on the web page POSTAL FINANCIAL SERVICES GTC on Magyar Posta's website to cover the costs incurred by retention;
- b) if the payment-for-goods amount held by Magyar Posta does not cover the fee for retention and for payment specified in the announcement "Fees for domestic postal order and other services", Magyar Posta will inform the person making the payment claim of this fact and the resultant termination of the legal basis of enforcing the payment claim in writing.

On the expiry of the 1-year retention period from the date of posting, the claim for the amount will lapse.

Magyar Posta will only retain collected amounts which have not been transferred or paid to the sender if obliged to do so by an official decision on this subject based on a complaint and official report made by the addressee of the item or an authorised representative to the authorities or reached in the course of ex officio proceedings initiated by the authorities.

#### 18. 13 1-working-day time guarantee

Fee in HUF for the additional service

Definition of the additional service



The service is subject to 27% VAT.

		net	gross
1-working-day guarantee*	time	79	100

When posted at a Parcel Terminal, no separate fee needs to be paid.

Unless the addressee instructs otherwise, Magyar Posta guarantees to deliver, attempt to deliver, or forward parcels posted with the 1-working-day time guarantee to the address given by the sender on the address label on the working day following the day of posting provided they are posted before the daily forwarding time specified on the announcement in the customer area of postal service outlets, or by 2 pm on working days when posted at a Parcel Terminal, or by the time of acceptance specified in the written contract for acceptance of mail in the case of acceptance points indicated in the document ACCEPTANCE POINTS AT OPERATIONAL UNITS published on Magyar Posta's website. The delivery of postal parcels posted after the specified daily forwarding time or on a public holiday or nonworking day or for customers with a written contract after the time specified in the contract will be attempted by Magyar Posta on the second working day following their acceptance.

If the addressee has used the addressee's instruction prior to the first delivery attempt supplementary service, Magyar Posta undertakes to deliver or attempt to deliver the postal parcel

- a) on the same day at the delivery point attributed to the address marked on the address label of the postal parcel, or
- b) on the next working day at the address marked on the address label of the postal parcel.

Magyar Posta does not provide the service for postal parcels with contents for which APPENDIX 1 excludes using the time guarantee service.

This additional service cannot be used for postal parcels addressed as "Poste restante" to postal service outlets marked in column "Q" of the Post Office List published on Magyar Posta's website. If the sender gives the address of a postal service outlet marked in column "Q" of the Post Office List in the address of the postal parcel prepared for dispatch and simultaneously indicates that he or she wishes to use this additional service, Magyar Posta will accept the parcel for handling but will not provide the additional service. In such cases the postal parcel will not be deemed a mail item sent with the 1-working day time guarantee.<sup>14</sup>

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<sup>&</sup>lt;sup>14</sup> The date of entry into force of the amendment in this paragraph is 3 July 2023.



## 18. 14Time-window delivery (time guarantee)

#### Fee in HUF for the additional service

The service is subject to 27% VAT.

Delivery attempt	net	gross
between 7-9 am	3 197	4 060
between 8 am-12 noon	2 146	2 725
between 12 noon-4 pm	2 146	2 725
between 5-8 pm	2 752	3 495

#### Definition of the additional service

Unless the addressee instructs otherwise, Magyar Posta guarantees to attempt to deliver postal parcels posted to the addressee's postal address in an inner urban area - provided they are posted before the forwarding time specified announcement in the customer area of postal service outlets or by the time of acceptance specified in the written contract for acceptance of mail in the case of acceptance points indicated in the document ACCEPTANCE POINTS AT OPERATIONAL published on Magyar Posta's website - to the postal address indicated on the address label by the sender for the first time in one of the time windows below on the working day following the day of posting in accordance with the information given in the document PARCEL SERVICES INFORMATION published on Magyar Posta's website:

- a) between 7-9 am or
- b) between 8 am-12 noon or
- c) between 12 noon-4 pm or
- d) between 5-8 pm.

The delivery of postal parcels posted after the specified daily forwarding time or on a public holiday or non-working day or, for customers with a written contract, after the time specified in the contract will be attempted by Magyar Posta on the second working day following their acceptance in the time window indicated by the sender on the address label.

In the event that the first delivery attempt is unsuccessful and agreeing with the addressee about the time for the second delivery is not possible, the second attempt to deliver the postal parcel will be made during any period on the following working day.

Magyar Posta only undertakes to attempt delivery in a time window in the towns indicated in the document PARCEL SERVICES INFORMATION published on Magyar Posta's website.

The time-window delivery (time guarantee) and the Saturday delivery additional services are mutually exclusive with regard to the same postal parcel.



# 18. 15 Saturday delivery<sup>15</sup>

#### Fee in HUF for the additional service

The service is subject to 27% VAT.

	net	gross
Saturday delivery	1 394	1 770

#### Definition of the additional service

For parcels addressed to the towns listed in the document PARCEL SERVICES INFORMATION published on Magyar Posta's website, based on the sender's instruction given in the appropriate section of the address label or indicated on the address label itself, Magyar Posta attempts to deliver parcels on the first Saturday (or on the first day with Saturday working hours) following their dispatch between 8 am and 12 noon in order to ensure successful delivery. Magyar Posta may also attempt to deliver the mail item before the time undertaken but, if this delivery attempt is unsuccessful, Magyar Posta will again attempt the delivery of the parcel on the first Saturday (or on the first day with Saturday working hours) after dispatch. If the first delivery attempt on a Saturday (or a day with Saturday working hours) is unsuccessful and agreeing with the addressee about the time for the second delivery is not possible, Magyar Posta will attempt the delivery of the parcel for the second time during any period on the next working day.

If a parcel is posted on a Friday, the delivery attempt on Saturday (or a day with Saturday working hours) is only guaranteed with the simultaneous use of the 1-working-day time guarantee additional service.

If a public (national) holiday falls on a Saturday, the first delivery attempt will be made on the next working day.

The Saturday delivery and the time-window delivery (time guarantee) additional services are mutually exclusive with regard to the same postal parcel.

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<sup>&</sup>lt;sup>15</sup> Magyar Posta does not provide the additional service based on this product sheet from 29 October 2022 until 31 March 2023.



## 18. 16 Two delivery attempts

## Fee in HUF for the additional service

This service is included in certain basic services indicated on the product sheets for no additional charge.

#### Definition of the additional service

Magyar Posta attempts to deliver postal parcels at the door/premises between 8 am and 5 pm on working days on two occasions unless the addressee instructs otherwise after the first delivery attempt. If the first delivery attempt is not successful, Magyar Posta will try to arrange a time for a second delivery attempt, which may be at most on the 5th working day calculated from the date of the first delivery attempt, using the addressee's domestic phone number stated on the address label, before leaving or sending a notification of the arrival of the parcel.

If the first delivery attempt is not successful, Magyar Posta (unless otherwise stated in this product sheet) will leave or send a notification of the arrival of the postal parcel and its attempted delivery on or in which the date of the attempted delivery (month, day, time) is stated as well as

- a) a domestic telephone number which the addressee can call to arrange the time of the second delivery if the attempt to arrange delivery is not successful,
- b) the agreed time for the second delivery attempt for delivering the postal parcel if the attempt to arrange delivery is successful.

If the addressee does not endeavour to arrange a time in response to the notification left behind or sent in the case specified in point a) above, the second delivery of the postal parcel will be attempted on the following working day.

If at the first attempt of delivery

- a) the addressee or an authorised recipient cannot be contacted
- b) the notification on the arrival of the mail item cannot be placed in the letterbox assigned to the address, or in the absence of that cannot be left at a place near the address designated for this end, or put in a device that Magyar Posta assumes is provided by the addressee for the purposes of mail delivery (e.g. access to the letterbox is not possible due to a closed door)

and the addressee's domestic phone number is not indicated on the address label of the postal parcel,



Magyar Posta will attempt the second delivery of the postal parcel on the next working day without leaving or sending notification of the first delivery attempt.

If the second delivery attempt is unsuccessful, Magyar Posta will in every case leave notification at the address or send one electronically indicating the delivery point together with the retention (holding) period where and during which the postal parcel may be collected by the person entitled to do so.

Postal parcels may not be collected from the delivery point between the two delivery attempts. The addressee or other authorised recipient may collect the postal parcel only after the second delivery attempt.

## 18. 17 Optional retention time

#### Fee in HUF for the additional service

This service is included in certain basic services indicated on the product sheets for no special charge.

#### Definition of the additional service

The retention (holding) period of an item after an unsuccessful delivery attempt starts from the working day following the first or second delivery attempt and, dependent on the sender's instruction, is 0, 5 or 10 working days. In this period of time Magyar Posta ensures that the addressee or other authorised recipient may collect the item.

The retention (holding) time of 0 days is not available for postal parcels addressed "Poste Restante" or sent to a POSTAL POINT or a PARCEL TERMINAL, only 5 or 10 working days.

## 18. 18 Day certain delivery

### Fee in HUF for the additional service

The service is subject to 27% VAT.

	net	gross
Day certain delivery	476	605

# Definition of the additional service

Under this additional service Magyar Posta undertakes to attempt the delivery of a postal parcel for the first time on the working day specified by the sender between the second and tenth working days following the date of posting.

If the first delivery attempt is unsuccessful, Magyar Posta will leave or send a notification of the arrival of the postal parcel and its attempted delivery for the addressee on or in which the date of the attempted delivery (month, day, time) is stated as well as

a) a domestic telephone number which the addressee can call to arrange the time of the



- second delivery if Magyar Posta's attempt to arrange a delivery time is unsuccessful;
- b) the agreed time for the second delivery attempt for delivering the postal parcel if Magyar Posta's attempt to arrange the time is successful.

If there is no arrangement with regard to delivery as described in point a), the second delivery of the postal parcel will be attempted on the following working day.

If the second delivery attempt is unsuccessful, Magyar Posta will leave another notification at the address or send one electronically indicating the delivery point together with the retention (holding) period where and when the postal parcel may be collected by the person entitled to do so.

Postal parcels may not be collected from the delivery point between the two delivery attempts. The addressee or another authorised recipient may collect the postal parcel only after the second delivery attempt.

If the first delivery attempt occurs after the working day requested by the sender, Magyar Posta will pay flat-rate indemnity in accordance with sub-point c) of paragraph 1) of point 9.1.4 of the GTC published on Magyar Posta's website.

#### 18. 19 Consignment delivery

## Fee in HUF for the additional service

Included in the basic service without the payment of a separate fee if the product sheet describing the content of the basic service specifically provides for this.

## Definition of the additional service

Postal parcels posted simultaneously to the same address are delivered together at the same time. If postal parcels for joint delivery are not received together at the delivery point responsible for the address, Magyar Posta will not hand them over to the addressee separately unless the sender subsequently gives a specific instruction to do so.

#### 18. 20 Reporting system

#### Fee in HUF for the additional service

Included in the basic service without the payment of a separate fee if the product sheet describing the content of the basic service specifically provides for this.

## Definition of the additional service

Magyar Posta provides information for customers by e-mail on the status of dispatched postal parcels and the amount collected as payment for goods every day.



# 18. 21 Delivery time agreed by phone

#### Fee in HUF for the additional service

This service is included in certain basic services indicated on the product sheets for no additional charge.

## Definition of the additional service

Based on a notification left or sent during an unsuccessful first delivery attempt, at the addressee's request, the delivery worker will phone the addressee to agree a time and place for the second delivery attempt. If the postal parcel cannot be delivered, provided the sender's domestic telephone number is also given on the address label, Magyar Posta will advise the sender of the reason for non-delivery (except when the reason is "reported deceased / terminated" and acceptance refused) prior to returning the postal parcel.

## 18. 22 Store delivery

# Fee in HUF for the additional service

The service is subject to 27% VAT.

The fee is the amount specified by written contract.

## Definition of the additional service

Magyar Posta undertakes to ensure that, when mail items dispatched by users for delivery to a store are handed over (delivered) to the store or warehouse in the period of time agreed with them, Magyar Posta's representative (the delivery personnel) will be present at the address after delivery of the mail item to witness the counting and recording of the inner contents (at most to the level of the multipack) by the addressee or other authorised recipient based on the delivery note/invoice immediately after handover.

When using the store delivery service, the itemised delivery of goods additional service cannot be used.

### 18. 23 Document management

## Fee in HUF for the additional service

The service is subject to 27% VAT.

The fee is the amount specified by written contract.

#### Definition of the additional service

Magyar Posta undertakes in accordance with the provisions of a written contract to check the specified points of the documents, contract and itemised delivery list for the dispatched postal parcel based on the sender's instructions, to credibly verify the person of the recipient, to ensure that the required points of the documents are completed and signed by the recipient, and to collect and return the documents to the sender in a physical or in a physical and electronic format with the regularity specified by contract. The sender must affix the document management identifier which is on the address label to the document, and mark the



instructions related to the document management (e.g. signature, completion) on the item or on the label adhered to the plastic pouch containing the document. The sender must place the documents on the external cover of the postal parcel and affix them in a manner that allows the documents to be handled. The pouch must be sealed in a way that the contents cannot be accessed without causing obvious damage. If the addressee fails to fulfil the sender's instructions (signature, completion, stamping, etc.), Magyar Posta will not deliver the postal parcel to the addressee.

## 18. 24 Itemised delivery of goods

#### Fee in HUF for the additional service

The service is subject to 27% VAT.

The fee is the amount specified by written contract.

#### Definition of the additional service

With regard to mail items dispatched by users for itemised delivery of goods, Magyar Posta undertakes to ensure that its representative (the delivery personnel) will be present at the address after delivery of the mail item to witness the itemised handover and receipt of the items (at most to the level of the multipack) by the addressee or other authorised recipient upon handover (delivery) in accordance with the delivery note/invoice. If during the handover (receipt) of the mail item the addressee or other authorised recipient raises an objection due to the partial loss of or damage to the mail item, Magyar Posta's representative will be present as a witness while records are made of this fact and the related circumstances.

#### 18. 25 Individual handling

#### Fee of the additional service (HUF)

The service fee is subject to 27% VAT.

Its fee is an amount determined according to a written contract.

## Definition of the additional service

In the case of goods included in the table below, placed on pallets, postal parcels suiting the specifications, size and weight categories below – in the case according to the conditions included in the separate product sheet – can be posted as an individually handled item.

Longest side (mm)	Maximum total dimension (mm)	Maximum weight (kg)
2,401-2,500	3,000	40
2,501-3,000	3,500	20



3,001-5,000 5,500 10

The size of the goods placed on or in a receptacle (e.g. unit box, pallet, container) extends beyond an area of 1,600x1,200 mm (any side, together with the unit loads), but it does not extend beyond the area of 2,000x1,200 mm, and its maximum height may be 1,900 mm.

Magyar Posta fulfils the additional service upon concluding the separate written contract, or dependent on the result of the consultations held before posting the postal parcel suiting the above size and weight categories for the first time.

Magyar Posta is entitled to suspend this additional service in justified cases in a period specified in a separate notification.

## 18. 26 Extra handling

#### The fee of the additional service (HUF)

The service fee is subject to 27% VAT.

Its fee is an amount determined according to a written contract.

## Definition of the additional service

Any postal parcel whose dimensions exceed the size (with the exception of the condition relating to the maximum weight of 40 kg) and weight categories given in the table specifying the conditions of use of the individual handling additional service – in the case according to the conditions included in the separate product sheet – can be posted as items requiring extra handling but even then the longest side of the postal parcel may not exceed 4,000 mm, its shortest side may not exceed 300 mm and its total maximum dimensions may not exceed 5,500 mm.

If the base area of the goods placed on or in a receptacle (e.g. unit box, pallet, container) exceeds  $2,000 \times 1,200$  mm (together with the receptacle), the postal parcel may be posted as an item requiring extra handling – in the case according to the conditions included in the separate product sheet –, but even then its base area may not exceed  $2,200 \times 1,200$  mm and its height may not exceed 1,900 mm.

Magyar Posta performs the additional service only dependent on the result of consultations held before posting the item.

Magyar Posta is entitled to suspend this additional service in justified cases in a period specified in a separate notification.



# 18. 27 Exchange parcel

## The fee in HUF for the additional service

The service is subject to 27% VAT.

Its fee is the sum fixed in the separate written contract.

#### Definition of the additional service

Under this additional service Magyar Posta undertakes only to deliver the postal parcel posted with this additional service to the addressee if, prior to its handover, the addressee hands over to the postal employee an inverz postal parcel bearing a printed address label made available to the addressee by the sender (either in advance or as an attachment to the parcel being delivered and sent with the exchange parcel additional service) to be returned to the sender.

This additional service is only available with the MPL Business Parcel service.



## 19. Supplementary services related to but not classified as postal services

#### 19.1 Post Office box rental

## Definition of the supplementary service

At designated postal service outlets Magyar Posta undertakes to deposit in a post office box certain mail items specified by the addressee (including recorded letter-mail items as well) which arrive addressed to the addressee's post office box and, in accordance with the provisions of a written contract,

- a) to the addressee's permanent or habitual address if the addressee is a natural person;
- b) to the address of the addressee's registered office if the post office box holder is not classified as a natural person (is an organisation) and if it has one to the address of the organisation's premises located in an area that complies with the conditions specified in this product sheet,

as well as notifications of the arrival of registered mail items and/or mail items which cannot be placed in the post office box due to their size and notifications of the arrival of money orders irrespective of their amount, and makes possible the collection of the mail items and the amount of the money orders during the opening hours of the postal service outlet providing the PO box rental service. Unless the GTC published on Magyar Posta's website or the relevant written contract otherwise provide, the use of the service is governed by the rules laid down by the Civil Code.

#### Fee in HUF for the supplementary service, method of payment

The service is subject to 27% VAT.

#### Minimum rent

Magyar Posta may differ in the application of the minimum quarterly rent dependent on market demand by applying a minimum fee that is higher than given below

	net	gross
Quarterly PO box rent for natural person holders	9 437	11 985
Monthly PO box rent for natural person holders	3 146	3 995
Quarterly PO box rent for holders not classified as natural persons (organisations)	10 063	12 780
Monthly PO box rent for holders not classified as natural persons (organisations)	3 354	4 260

Free of charge

- a) if the PO box holder subscribes to and pays the relevant fee for the supplementary service for the delivery of mail items arriving at the PO box in question to the PO box holder's premises,
- b) for mail items addressed to inhabited places outside urban areas until Magyar Posta sends information about the method of delivery (this is decided based on the geographical and infrastructural features of the inhabited area).

Quarterly sub-PO box rent for natural person sub-holders	9 437	11 985
Monthly sub-PO box rent for natural person sub- holders	3 146	3 995
Quarterly sub-PO box rent for sub-holders not classified as natural persons (organisations)	10 063	12 780



Monthly sub-PO box rent for sub-holders not	3 354	4.260
classified as natural persons (organisations)	3 334	4 260

- a) Magyar Posta does not charge rent for sub-PO boxes
  - aa)-for redirecting to a PO box rented by a natural person mail items addressed to addressees whose registered address is the same as the address of the PO box holder and who have an alternative recipient relationship with the PO box holder (point 6 of the GTC published on Magyar Posta's website);
  - ab) if the PO box is rented by an organisation and the box holder allows common use as sub-holders to its organisational unit(s) with no independent legal entity<sup>16</sup> (e.g. departments, directorates, non-independent premises) whose relationship with the organisation renting the PO box can be established without doubt from credible documentary evidence handed over by the box holder organisation to Magyar Posta (e.g. Organisational and Operational Rules, Deed of Foundation, Articles of Association).
  - ac) if the sub-PO box holder uses the redirecting service simultaneously with the sub-PO box rental (i.e. is entitled to indicate the PO box address (the rented sub-PO box address) as a new address for redirecting) and is able to prove this by presenting the order sheet for the redirecting service or, in the event of ordering the redirecting service online, by presenting the e-mail sent by Magyar Posta in confirmation of the placement of the order.

## b) For a fee

Rent is to be charged for sub-PO boxes if the PO box holder allows natural or legal persons other than those listed in the previous paragraphs to use the post office box. The number of sub-PO boxes is determined by Magyar Posta in agreement with the PO box holder. If the PO box holder ensures the delivery of mail items addressed to more than one organisation through sub-PO box rental, a separate sub-PO box has to be rented for each organisation.

Post office box holders must pay the rent of the PO box in cash or by bank card payment transaction at workstations stated in information available at postal service outlets and post office box holders who have a permanent address, registered seat or business premises in Hungary must pay the rent of the PO box by bank transfer based on the schedule chosen by the holder in the written PO box rental contract. The first payment of rent is due on concluding the written contract and the PO box rent thereafter must be paid by the last day of the month preceding the current period.

If the PO box rental enters into force by the twentieth day of the given month based on the written contract, the rent is payable for this fraction of the month (considering it as a full month) and for the remaining period based on the frequency of payment undertaken. For written contracts entering into force after the twentieth day of the given month, no rent needs to be paid for the fraction of the month. If the post office box rental is terminated, irrespective of who initiates the termination, Magyar Posta will only reimburse the fee paid in advance for full, non-started months.

## Other information related to the supplementary service

PO box rental is available by concluding a written contract at designated postal service outlets listed in the "Electronic list of post office box holders" accessible on the web page PO BOX HOLDER AND PO BOX SEARCH. The written contract may be concluded in person or through an authorised representative with general powers in accordance with paragraph 13) of point 6.5 of the GTC or a representative authorised for specific cases.

If the PO box is rented by a natural person, Magyar Posta will deliver all mail items addressed to an addressee who has an alternative recipient relationship with the PO box holder and is registered at the same address as

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<sup>&</sup>lt;sup>16</sup> Organisational units or organisations which have their own individual company registration number, other registration number or tax number (e.g. subsidiaries or organisations with entirely or partly the same owner) cannot be regarded as such entities.



the PO box holder (charging a fee stipulated by contract) together with the mail items addressed to the PO box holder in accordance with the general rules of delivery provided the relatives concerned grant their consent through their signature in the written contract, appearing in person at the postal service outlet providing the PO Box rental service (redirecting to a PO box address). If the verbal statement regarding this capacity of the relatives concerned is doubtful, Magyar Posta may request further evidence to confirm this. In the case of an alternative recipient, the identical address with that of the post office box holder must also be verified.

Magyar Posta hands over the key to the post office box necessary to use the rented PO box to the post office box holder simultaneously with the signature of the written contract by both parties. Magyar Posta accepts no liability for damages arising from the loss of the key or the key being acquired by unauthorised persons. At the request and cost of the post office box holder, Magyar Posta will arrange the replacement of the lost key and the changing of the lock due to the loss of the key or improper use.

At postal service outlets offering a post office box rental where a separate post office box with a key cannot be provided for all PO box holders, Magyar Posta may offer an internal post office box rental option to the holder based on an individual assessment and dependent on capacity. In this case Magyar Posta will store the mail items in a safe place separating them for different PO box holders. The mail items will be handed over to the PO box holder or the PO box holder's authorised representative by a postal staff member.

If the post office box holder so requests in a separate written contract, with the exception of mail items addressed to a post office box rented at a postal service outlet operated by a Postal Partner, Magyar Posta will

- a) notify the post office box holder of the arrival of mail items to the PO box on the day of their arrival using the e-mail address given by the post office box holder. The notification contains the fact of arrival for non-registered items and also the number of items received for registered mail items;
- b) provide information in a specified file format about certain details laid down in a separate written contract of registered mail items delivered to the addressee's PO box by the electronic means chosen by the post office box holder on the day in question for mail items received by 12 noon and on the next day for mail items received thereafter;
- c) send notification of the approaching due date of the payment of the service fee for the PO box rental to the post office box holder by e-mail on a date prior to that chosen by the holder.

Magyar Posta provides the RECEIPT BY AUTHORISED RECIPIENT additional service without charging a separate fee for addressees who rent a post office box at a postal service outlet indicated in column "V" of the POST OFFICE LIST published on Magyar Posta's website provided that the request for the service is made in accordance with the provisions of the separate PRODUCT SHEET.

The post office box holder undertakes

- a) to advise its correspondence partners of its PO box address,
- b) to empty the PO box regularly (at least once a week); in the course of this to return to Magyar Posta any mail items erroneously placed in the PO box by Magyar Posta referring to misdelivery as well as notifications on the arrival of mail items not addressed to the PO box, and to remove its mail items while noting that Magyar Posta cannot be held liable for the consequences of the PO box holder failing to fulfil this obligation;
- c) to use the PO box in accordance with the PO box rental properly for its intended purpose, and not to place any item in the PO box that is not connected with the delivery of mail items.

Magyar Posta retains non-registered mail items delivered to the PO box but not collected by the authorised recipient and recorded letter-mail items as well as notifications of arrival of other registered items deposited in the PO box for the authorised recipient for thirty calendar days from delivery or deposit. After this period elapses, they are not retained and are destroyed at the National Logistics Centre without providing a further retention (holding) period or opening and selling their contents as described in paragraph 9) of Point 4.3.4 of the GTC published on Magyar Posta's website.

The post office box holder may instruct Magyar Posta to deliver mail items addressed to the address of the holder's registered office or business premises (with the exception of postal parcels and registered letter-mail items whose size exceeds  $324 \times 229 \times 24$  mm sent to Hungary from abroad) to the post office box (by redirection



to the post office box) provided that the holder's registered office or business premises

- a) is located within the urban area of the DELIVERY AREA of the postal service outlet providing the post office box service or at an inhabited place outside the urban area served by the delivery area of the postal service outlet providing the post office box, or
- b) is located in the same settlement as the postal service outlet providing the post office box but not featured in the DELIVERY AREA description (and, if the settlement has districts, within the same district).

In circumstances other than those listed in points a) and b), Magyar Posta will apply the rules of redirecting for delivery, and the fee for the redirecting supplementary service (flat rate and individual fee) must also be paid. The post office box holder accepts the potentially longer handling time arising from the redirection to a PO box address.

By delivering non-registered mail items and recorded letter-mail items to the PO box, the service requested by the sender is deemed to be performed. Magyar Posta advises the post office box holder of the arrival of registered mail items and/or mail items that cannot be placed in a PO box due to their size as well as of the arrival of money orders irrespective of their amount by depositing information about this or a notification of arrival for each such item in the PO box. The delivery of the mail items takes place by handing them over in person at the counter designated for this purpose in accordance with the provisions of Point 6.10.2 of the GTC published on Magyar Posta's website. (Money orders are delivered according to the general rules laid down in the FINANCIAL TERMS AND CONDITIONS in the absence of an agreement to the contrary concluded between Magyar Posta and the user after 1 March 2019, and Magyar Posta does not undertake to transfer the amounts of money orders to the post office box holder's bank account.) If, based on the notification, the delivery of the registered mail items and/or mail items that cannot be placed in a PO box due to their size as well as money orders does not occur on the day of their arrival at the postal service outlet, Magyar Posta, in addition to depositing separate notification(s) for their arrival in the post office box, retains such mail items for the PO box holder from the first working day after their date of arrival at the postal service outlet until the time-limit for collection established based on the retention (holding) period specified in Point 6.8.1 of the GTC published on Magyar Posta's website as well as in the FINANCIAL TERMS AND CONDITIONS.

Magyar Posta returns mail items and money orders which have not been collected by the deadline to the sender.

If the post office box holder does not fulfil its contractual obligation, Magyar Posta will send a reminder containing a reasonable deadline (of at least three working days unless the GTC published on Magyar Posta's website provide otherwise) to the post office box holder's registered seat or premises in a mail item posted with the advice of delivery additional service.

The post office box rental contract will terminate without any further notice

- a) on the thirtieth day of the receipt of the reminder if the post office box holder who has a permanent address or a registered seat or business premises in Hungary is in arrears with the rent and fails to comply with the reminder sent to the post office box holder's permanent address, registered seat or premises calling upon the PO box holder to pay the arrears within thirty days in a mail item posted with the advice of delivery additional service provided that Magyar Posta does not exercise its right to terminate the contract with immediate effect stipulated in the written contract;
- b) on the thirtieth day of the attempt to deliver the mail item containing the reminder described in subpoint a) sent to the post office box holder's permanent address, registered seat or premises in a mail item with the advice of delivery service if the post office box holder does not accept the written reminder;
- c) on the day after the expiry of the deadline specified in the reminder if the post office box holder who has a permanent address, or a registered seat or business premises in Hungary is in arrears with the rent and fails to accept the reminder on settling the arrears posted to the post office box holder's address with the advice of delivery additional service or fails to settle the arrears by the deadline specified despite accepting the reminder provided that Magyar Posta does not exercise its right to terminate the contract with immediate effect stipulated in the written contract.



If the post office box holder does not use the PO box in accordance with the terms of the PO box rental, Magyar Posta accepts no liability for damages arising from the PO box's improper use and will terminate the post office box rental contract with immediate effect.

Upon the termination of the PO box rental contract, the PO box holder is obliged to return the key of the PO box to Magyar Posta on the day the contract terminates.

If the PO box rental terminates, all non-registered mail items and recorded letter-mail items which have been already delivered to the PO box but have not been collected by the authorised recipient will be destroyed in the National Logistics Centre without providing a further retention (holding) period or opening and selling their contents as described in paragraph 9) of Point 4.3.4 of the GTC published on Magyar Posta's website. Magyar Posta will destroy notifications of the arrival of registered mail items to be delivered by personal handover which cannot be placed in a PO box due to their size and will retain notified registered mail items until the expiry of the retention (holding) period at the postal service outlet operating the PO box and then return them to the sender marking the reason for non-delivery ("not collected").

After the termination of the PO box rental, Magyar Posta only undertakes to redirect incoming mail items addressed to the holder's discontinued post office box to a new address under the redirecting supplementary service based on the conditions for using this service, and in the absence of this mail items are returned to the sender marking the reason for non-delivery as "unidentifiable address" and are handled in accordance with paragraph 3) of point 6.13 or paragraph 7) of point 4.3.4 of the GTC published on Magyar Posta's website dependent on whether or not the sender's address details are available.

Electronic lists of post office box holders which do not have the written consent of the post office box holder may only contain as much information about the holder as is absolutely necessary for the identification of the PO box holder (name, address, registered office, premises). Upon request, Magyar Posta ensures that the post office box holder will

- a) be omitted from the electronic list of post office box holders at no additional cost,
- b) have the fact indicated in the list of post office box holders that the holder's personal data may not be used directly for marketing purposes.

Further conditions of renting a post office box are given in the separate written PO Box rental contract.

#### 19. 2 Parcel storage

#### Definition of the supplementary service

At designated postal service outlets Magyar Posta undertakes to place postal parcels sent to the addressee's parcel storage address in a room at the postal service outlet set aside for that purpose and to retain them for a parcel storage fee until they are collected by the addressee or addressee's authorised representative. Unless these GTC or the relevant written contract otherwise provide, the use of the service is governed by the rules laid down by the Civil Code.

## Fee in HUF for the supplementary service, method of payment

The service is subject to 27% VAT.

Minimum rental charges

Magyar Posta may vary the application of the minimum quarterly fee dependent on market demand.

	net	gross
quarterly fee	26 732	33 950



monthly fee	8 913	11 320
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The user of the service may pay the fee for the parcel storage in cash, by bank card payment transaction at workstations stated in information available at postal service outlets or by bank transfer based on the chosen schedule specified in the written parcel storage contract. The payment of the first rental charge is due when the written contract is concluded and after that the fee for the parcel storage must be paid by the last day of the month preceding the period of time in question (for quarterly fees the last day of the month preceding the calendar quarter).

If the parcel storage is cancelled, Magyar Posta will only refund the fee paid in advance for full (not started) months irrespective of which party cancels the parcel storage.

## Other information related to the supplementary service

The parcel storage service is available with a written contract at postal service outlets listed in column "O" of the **POST OFFICE LIST** published on Magyar Posta's website. The written contract may be concluded in person or through an authorised representative with general powers in accordance with paragraph 13) of point 6.5 of the GTC or a representative authorised for specific cases.

Detailed rules for parcel storage as well as the types of postal parcel included in this service together with the retention (holding) period and conditions for redirecting or returning such parcels are given in the separate written parcel storage service contract.

## 19. 3 Pick-up and/or delivery

# Definition of the supplementary service

Magyar Posta undertakes regularly or on an occasional basis to forward in the interest of delivery (under the delivery service) large quantities of mail items to the premises specified by the user of the supplementary service at an agreed time or in an agreed period of time and/or to receive for acceptance to take place later at the postal service outlet (under the pick-up service) mail items prepared and marked in accordance with the conditions of these GTC.

## Fee in HUF for the supplementary service, method of payment

The service is subject to 27% VAT.

	net	gross
basic fee per occasion	7 327	9 305

Apart from the basic fee or in the case of regular transport the fixed fee – unless otherwise provided by written contract – a supplementary fee is charged in every case, which takes into account the actual mileage, the quantity of mail items delivered and the time of transportation.

When using the pick-up and/or delivery service for priority and non-priority international postal parcels, Európa+ parcels and MPL Europe Standard parcels based on a written contract, picking up 3 or more mail items at the same time is free of charge. The three parcels for dispatch may be of any combination of the above types of parcel. If the combined quantity for dispatch does not reach 3 items, the per occasion or regular fee for transport will be charged. Free pick-up may be requested at the postal service outlets indicated in the document PARCEL SERVICES INFORMATION published on Magyar Posta's website.

The fee for the pick-up and delivery service used on an occasional basis can be paid in cash or by bank card payment transaction at workstations stated in information available at postal service outlets.

Payment for the regular pick-up and delivery service is on a monthly basis and is made by transfer, details of which are given in the written contract. If in the course of the regular pick-up and delivery service, Magyar



Posta becomes aware that bankruptcy, liquidation, dissolution, debt arrangement proceedings or other similar proceedings have been initiated against the user or obtains information concerning the user's inability to pay or its difficult financial situation from another source, there is a possibility to pay the monthly fee for the pick-up and delivery service in cash in advance. If the user is unable to fulfil this, an interim invoice will be issued for the period up to the suspension of the pick-up and delivery service, after which, if required, the occasional delivery and pick-up service may be provided with advance payment in cash.

## Other information related to the supplementary service

For occasional pick-up and delivery no written contract is necessary, but the user must inform Magyar Posta in writing when the need arises and Magyar Posta must advise the user of the fee for the service also in writing. The sender must indicate the need for an occasional pick-up to Magyar Posta by 3 pm on the working day preceding posting at the latest.

Regular pick-up and delivery is available by prior agreement with Magyar Posta dependent on existing postal capacity and the frequency of use indicated by the user (e.g. non-daily use).

The shortest period of time the pick-up and delivery service may be suspended for is five consecutive working days. The user must report the starting and ending dates of the suspension to Magyar Posta two weeks before the suspension starts. For the period of suspension no fee will be charged and an interim invoice will be issued. If the pick-up and delivery service is used for less than a month, an interim invoice will be issued bearing in mind that a period of time which is less than the shortest possible period of suspension for the pick-up and delivery service cannot be taken into consideration.

The personnel and material conditions arising on the postal side for the handover and/or receipt of mail items at the premises will be provided by Magyar Posta, while the personnel and material conditions arising on the user's side (and in particular help provided for loading and unloading) will be provided by the user. The user must ensure free entry/waiting/parking for Magyar Posta for the period of the handover/receipt of mail and if necessary provide an entry permit for the premises. If the quantity of mail handled in the course of pick-up and delivery only fits into two or more receptacles or the weight of the material exceeds 20 kg, the sender is obliged to provide additional help with the material movement.

Magyar Posta provides transport receptacles (unit boxes, sacks) for the pick-up and delivery free of charge. The sender takes delivery of the transport receptacles handed over by Magyar Posta in an empty state by the piece, acknowledging receipt by a signature and stamp, and will be financially liable for them after taking delivery. Only items of mail prepared for posting, as well as documents in proof of dispatch may be placed in the transport receptacle accepted in the above manner and in those used by Magyar Posta in the course of delivery. The sender is obliged to periodically return to Magyar Posta any receptacles no longer used for pick-up and delivery to be found at its premises in an intact, undamaged and clean state, and Magyar Posta will acknowledge their receipt in writing. Magyar Posta may check the number of and use of transport receptacles and their intact, undamaged and clean state at the user's premises and for this purpose the user must grant entry to its premises and provide assistance to Magyar Posta's representative in performing this task. In the event of the incorrect use of receptacles, Magyar Posta will send a written reminder to the user on the proper use of receptacles.

If Magyar Posta is unable to perform the pick-up and delivery service for any reason, it will inform the user without delay as soon as the obstacle arises. The user and Magyar Posta will agree with each other about another method of delivering and receiving the mail items concerned.

If the user fails to fulfil the provisions specified in the GTC published on Magyar Posta's website (e.g. does not fully return the advice-of-delivery forms of items or potentially misdelivered items at the time of the pick-up but at the latest on the working day following delivery), Magyar Posta will remind the user in writing of contractual behaviour.

#### Special conditions for pick-up

The packaging, sealing, addressing and contents of each mail item intended for dispatch must comply with the conditions of posting laid down in point 3 of the GTC published on Magyar Posta's website, and, with the exception of mail items that cannot be placed in receptacles due to their size, the sender must place the mail



items in transport receptacles (boxes, sacks) sealed with a label adhered and signed or stamped by the sender.

The sender must enter the data of mail items placed in receptacles and of those which cannot be placed in receptacles due to their size in a paper-based or electronic document in proof of posting and, in the event that a paper-based document in proof of posting is used, that must be placed in the receptacle together with the mail items. If the sender uses a database recorded in an electronic format as the document in proof of posting, simultaneously with the handover of the receptacles, the sender must provide the identification number given in the e-mail sent by Magyar Posta as confirmation of the receipt of the electronic posting list.

Using a bag label or box marker provided by Magyar Posta on the sealed receptacles (boxes, sacks), the sender must mark the date and time of the delivery together with the name of the sender and, for postal parcels intended to be posted with the insured additional service, the number of the postal parcels.

If during the inspection of the receptacles Magyar Posta finds any deficiency in relation to the preparation of the pick-up of mail items intended for posting, the sender will be required to rectify this prior to acceptance for posting. Magyar Posta will acknowledge in writing the receipt of the receptacles containing mail items intended for posting as well as mail items that cannot be placed in a receptacle due to their size, which, however, is not yet deemed acceptance for posting.

If the handover of items only happens after the time specified in the written contract due to a reason attributable to the user, Magyar Posta will only forward the picked up items, including priority letter-mail items, on the working day following the pick-up.

The sender acknowledges that the acceptance for posting of the mail items received by Magyar Posta in the course of the pick-up will not occur in the presence of the sender but will be performed at the postal service outlet. Magyar Posta will provide the sender with a paper-based document in proof of posting containing verification of the mail items' acceptance for posting subsequently. If the sender uses a database recorded in an electronic format as the document in proof of posting, Magyar Posta will provide information about any transactions concerning the data files (receipt or potential fault of the electronic posting list) to the sender automatically via electronic means.

# Special conditions for delivery

Mail items sent to a post office box or parcel storage address and mail items for delivery to postal addresses as well as notifications of the arrival of money orders irrespective of their amount are delivered and can be collected at the time and in the manner specified by the written contract. Magyar Posta undertakes the delivery of mail items as well as notifications of the arrival of money orders irrespective of their amount to the premises observing the delivery rules specified in the GTC published on Magyar Posta's website, Point 6, with regard to types of mail, value and persons entitled to receive mail. (Money orders are delivered according to the general rules laid down in the FINANCIAL TERMS AND CONDITIONS in the absence of an agreement to the contrary concluded between Magyar Posta and the recipient after 1 March 2019, and Magyar Posta does not undertake to transfer the amounts of money orders to the recipient's bank account.)

In the event that, in accordance with the provisions of the separate written contract, Magyar Posta ensures the receipt of the mail items for the user of the delivery service (hereinafter for the purposes of this product sheet "addressee") without the presence of its representative performing the delivery and the addressee does not use the e-Receipt at Premises business application pursuant to the SEPARATE GTC, the type and number (alphanumeric code) of the document in proof of the recipient's identity and the entitlement for receiving the mail item (except when it is received by the addressee) is written on the delivery document by the person authorised to receive the mail item, who must also ensure that the time and date of delivery written on the delivery document and the advice-of-delivery document matches the actual time and date of delivery (i.e. the time and date the given mail item was delivered). The addressee must make the delivery document and the advice-of-delivery documents available to Magyar Posta at the time of the next pick-up and delivery. If the addressee returns the delivery document and/or the advice-of-delivery document with incomplete data content, the deficiencies must be rectified immediately if possible. If this does not happen, the deficiencies must be rectified at the time of the next pick-up and delivery at the latest.

If the addressee uses the e-Receipt at Premises business application pursuant to the SEPARATE GTC, at the time



of the handover the addressee records one by one the quantity of the sealed transport receptacles and the fact of delivery of any other mail items that cannot be placed in the receptacle due to their size on the technical device for recording the fact of delivery (PDA). The data to be given on the technical device for recording the fact of delivery (PDA) and, if necessary, on the advice-of-delivery document must be entered in accordance with the general rules in point 6 of the GTC published on Magyar Posta's website, with special attention to ensuring that the time and date of delivery matches that of the actual delivery. In this case the addressee specifically notes that, with regard to the handover of the sealed receptacle, the data given on the technical device for recording the fact of delivery (PDA) are the data for acknowledging the delivery of all the mail items in the sealed receptacle (checked by the addressee prior to their receipt) unless, bearing in mind the provisions of the GTC, the addressee or another authorised recipient makes a separate declaration in writing on the delivery document placed in the receptacle refusing to accept the mail item or establishing a misdelivery.

In the event that, in accordance with the provisions of the separate written contract, Magyar Posta ensures the receipt of the mail items for the addressee in the presence of its representative performing the delivery, the document containing the data to be indicated on the technical device recording the fact of delivery (PDA) and, if necessary, on the advice-of-delivery form must be presented in accordance with the general rules specified in point 6 of the GTC published on Magyar Posta's website, and the addressee must ensure upon acceptance that the details of the mail items agree, the advice-of-delivery documents are removed from the mail items and any fees related to delivery (e.g. for mail items posted with the "addressee pays" or "payment for goods" additional services) are paid. Magyar Posta records the type and alphanumeric code of the document verifying the recipient's identity on the delivery document or the technical device for recording the fact of delivery. After delivery, Magyar Posta will return the details with regard to the handover of the receptacles (sacks and boxes) recorded on the technical device for recording the fact of delivery (PDA) (the name of the recipient) to the senders electronically.

Organisations which receive mail items at their premises in separate receptacles under a written contract may only record the fact of delivery of a different number of non-registered mail items than that marked on the delivery document placed in the receptacles after consultation with Magyar Posta. In other words, the quantity given in advance may only be changed with Magyar Posta's approval.

If the delivery service is requested by a post office box holder, in relation to mail items arriving to the PO box, Magyar Posta will

- a) not send notifications included in the basic fee for the PO box rental service;
- b) provide information on the details of registered mail items delivered to the PO box address through the query function of the e-Receipt at Premises business application pursuant to the SEPARATE GTC.

This supplementary service is not available at postal service outlets operated by Postal Partners.

## 19.4 Redirecting

# Definition of the supplementary service

Under this supplementary service, observing the provisions of this product sheet and the conditions undertaken in the separate written contract for the service, Magyar Posta redirects mail items to a new address given by the addressee and attempts delivery – even despite the sender's potential instruction to the contrary – at the addressee's new address. A "Poste Restante" address may not be given as an address for redirecting. The user acknowledges that the time required for postal handling may be longer than usual due to redirecting.

This supplementary service may be used by a natural person with legal capacity who is 16 years old or over, or an organisation (hereinafter "customer").

Unless these GTC or the relevant written contract otherwise provide, the use of the service is governed by the rules laid down by the Civil Code. Redirecting may not be requested for mail items which are excluded from the redirecting service under the law or for which the fulfilment of redirecting is not possible under



these GTC.

Under the redirecting service Magyar Posta attempts to deliver

- a) to a new address in Hungary letter-mail items, official documents, mail items containing literature for the blind, and postal parcels dispatched in Hungary, as well as inbound international letter-mail items, mail items containing literature for the blind and international postal parcels, international EMS express mail items, Európa+ parcels and MPL Europe Standard parcels dispatched in foreign countries;
- b) to a new address abroad only non-registered letter-mail items and letter-mail items posted with the registered additional service and mail items containing literature for the blind dispatched in Hungary as well as non-registered duty-free letter-mail items and duty-free letter-mail items posted with the registered additional service as well as mail items containing literature for the blind dispatched in foreign countries.

## Fee in HUF for the supplementary service, method of payment

The service is subject to 27% VAT.

Flat rate of domestic redirecting			
	gross		
quarterly fee for natural person customers	7 937	10 080	
monthly fee for natural person customers	2 646	3 360	
quarterly fee for customers not classified as natural persons (organisation)	9 000	11 430	
monthly fee for customers not classified as natural persons (organisation)	3 000	3 810	

The flat-rate fee for domestic redirecting covers the redirection of all letter-mail items, official documents, mail items containing literature for the blind, including additional and supplementary services, MPL Postal parcels, MPL Business parcels as well as domestic EMS express mail and international EMS express mail arriving in Hungary from abroad or for return delivery.

Flat rate of international redirecting					
net gr					
quarterly fee	37 311	47 385			
monthly fee	12 437	15 795			

The postal service provider of the destination country for the new address abroad does not collect any further fees for items redirected there.

The flat-rate fee for the service may be settled in cash; by bank card payment transaction at workstations stated in information at postal service outlets; for online orders by bank card payment transaction only (by giving an instruction to this end by electronic means), and for clients paying by postage on credit by bank transfer.

For online orders Magyar Posta prepares an electronic invoice for the fee paid by bank card and sends it to the e-mail address previously given by the customer in the course of registration on the MYPOST web page.

The flat rate is established by Magyar Posta by multiplying the announced quarterly fee for written contracts for a period of half a year/three quarters of a year/year. In other cases, when establishing the flat rate



payable, the announced monthly fee or the quarterly and monthly fee together will be charged in accordance with the definite term specified by the addressee.

If the addressee gives the month following the month of concluding the contract or a later date as the start of the redirecting service, Magyar Posta will only charge the flat rate starting with the month of actually performing the service.

If Magyar Posta started the service by the 20<sup>th</sup> day of the month in question, the announced flat rate will be charged also for the month of signing the contract but, if the service was started after the 20<sup>th</sup> day of the month, no flat rate needs to be paid for the month of signing the contract. For written contracts concluded for a definite term of 1 month for which the service is started after the 20<sup>th</sup> day of the month in question, a monthly fee corresponding to the part of the announced fee for the quarter is payable.

If the customer requests the service for a definite term, or terminates the written contract concluded for an indefinite term and the final date falls in the next month even by a single day, the entire fee is payable for the started month.

If the customer has concluded the separate written contract for an indefinite term, the flat-rate for the service can at most be paid in advance for 1 year and the earliest date the payment of the flat rate for the period of continuous use can be initiated is 3 months prior to the date when payment is due.

Magyar Posta accepts cancellation in writing by the customer of the written contract at postal service outlets where concluding a separate written contract for the use of the supplementary service is ensured based on the provisions of this product sheet. Cancellation will take effect two working days after notice of cancellation has been given at the earliest, but any other date for cancellation after this minimum period may also be set. If the addressee withdraws an order for redirecting mail items on the day of and at the place of signing the contract (i.e. terminates the written contract), Magyar Posta will reimburse the flat rate for redirecting paid by the customer. If the written contract is terminated after the day of the placement of the order, Magyar Posta will reimburse the flat rate for the period following the month of the termination of the written contract.

In the event of the cancellation of a service contract that was concluded on an online page by completing and submitting an electronic order, Magyar Posta will repay the flat rate for the period following the month of termination by bank transfer on condition that the customer makes the electronic invoice and his or her bank account number available to Magyar Posta simultaneously with initiating the termination of the contract (ugyfelszolgalat@posta.hu).

# Other information related to the supplementary service

In order to use the supplementary service the conclusion of a written contract must be initiated

- a) by the addressee in person or through an authorised representative with general powers in accordance with paragraph 13) of point 6.5 of the GTC or a representative authorised for specific cases by completing (manually or electronically) in duplicate the order form for this purpose, which is available on the web page under FORMS, and submitting it at a postal service outlet other than those indicated in column "R" of the POST OFFICE LIST published on Magyar Posta's website, or
- b) by customers who have registered on Magyar Posta's web page WWW.POSTA.HU (MY POST) in advance and hold a MYPOST LOYALTY CARD only with regard to mail items sent (addressed) to the customer in his/her capacity as a natural person, as well as mail items sent to the address of a close relative with the same address who entrusted the card holder to do this by completing and sending an electronic order online, or
- c) <sup>17</sup>by the natural person authorised to use this eService on behalf of an organisation that was previously registered and verified the registration in accordance with the SEPARATE GTC, by completing and submitting an online electronic order form.

Magyar Posta undertakes to perform the domestic redirecting service for an indefinite term, and the

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<sup>&</sup>lt;sup>17</sup> The date of entry into force of the change described in subpoint c) is 10 January 2022.



domestic and international redirecting service for a fixed term as well for a minimum of one calendar month and at least 30 days. The duration of a fixed term written contract which has not yet expired – except for a joint order made by close relatives living in a joint household or at the same address – may be extended upon request by providing an end date which is at the end of a calendar month constituting a new period of at least 30 days but at most for a period of 5 years calculated from the date of performance of the first order. To do so, the original order form for the service must be shown to Magyar Posta. In the absence of this, a new written contract must be concluded. If the customer has concluded the separate written contract for an indefinite term, the combined period of time for extending the service period by further payments of the fee can at most be 5 years, after which a new separate written contract must be concluded. If the period specified in a written contract signed jointly by close relatives living in a joint household or at the same address expires, a new separate written contract must be signed with the customer in order to continue to use the supplementary service. However, the relatives' consenting signature may be entered on the order form necessary for this in advance without Magyar Posta's presence provided that, with the exception of the period of the order, all the other details contained in the previous contract are unchanged.

The extension of the fee payment period of a contract concluded for an indefinite period of time by completing and submitting an electronic order through an internet page, or possibly terminating such a contract, can only be done using the same method as for concluding the contract.

The mail redirecting service within a specific address in Hungary (i.e. between separate households at an address with the same house number) is performed free of charge provided it does not last for more than six months.

Magyar Posta will provide the redirecting service

- a) from the second working day after ordering at the latest if no starting date is indicated,
- b) from the specified starting date if the order contains a specific starting date which must fall between the second working day and the ninetieth day after ordering,

until the expiry of the written contract or of the order placed online, taking into account the potential extension of the performance period for a contract concluded for an indefinite period of time.

The period of time for fulfilling the redirecting service is

- a) for a fixed term contract: at least 30 days and at most 1 year calculated from the first day of performing the redirecting service noting that the full period of time of performance considering the total duration of all contract extensions is at most 5 years;
- b) for an indefinite term contract: at least 30 days and at most 5 years calculated from the first day of performing the redirecting service.

#### Magyar Posta will

- a) not redirect to the new address mail items not classified as official documents for which a notification of arrival was left at the address prior to the starting date of the application of the instructions given in the order. The addressee must arrange for the receipt of such mail items at the delivery point based on the notification, otherwise they will be returned to the sender endorsed "not collected" after the expiry of the retention (holding) period;
- b) count the retention (holding) period from the working day following the day of the delivery attempt at the new address in Hungary;
- c) not forward items addressed "Poste Restante" to a new address under the redirecting service;
- d) under the scope of the written contract redirect
  - da) mail items not classified as official documents and
  - db) official documents even if the addressee gave instructions to the contrary -
  - to the addressee's new domestic address featuring in Magyar Posta's register for the redirecting service and attempt delivery there; moreover, after the potential expiry of the holding (retention) period, return the mail items to the sender marking the reason for non-delivery, and simultaneously may provide information to the sender about the name and redirection address of the customer and



close relatives living in the same household or at the same address as stated on the mail item;

- e) not redirect official documents to the addressee's new address abroad featuring in Magyar Posta's register under the scope of the redirecting service;
- f) provide redirection if close relatives living in the same household or at the same address move to a new address together based on a single separate written contract concluded with the customer ordering the service, charging the fee due for one contract, provided a general authorisation in accordance with paragraph 13) of point 6.5 of the GTC or a specific authorisation that also covers ordering the redirecting service which is signed by each of the relatives affected by the move (not necessarily in Magyar Posta's presence) and given to the customer ordering the service is made available to Magyar Posta during the ordering process;
- g) if redirecting is ordered by one of a number of persons with the same name who live at the same address, only redirect mail items whose addressing clearly identifies the addressee from the other persons of the same name by including specific additional information, which is also given on the order form. If the addressee cannot be clearly identified, Magyar Posta will return the mail item to the sender marked as undelivered in accordance with subpoint b) of paragraph 1) of Point 6.13 of the GTC published on Magyar Posta's website;
- h) if a request is received from a customer for redirecting mail items from several addresses to one address, charge the redirecting fee for each address redirection is requested from;
- i) if a request is received from an organisation and a natural person for redirecting mail items from the same address to the same new address, provide redirecting for the natural person and the organisation based on two separate written contracts, charging the fee for two contracts;
- j) if the redirection address is a post office box, only redirect mail items to the new address and deliver them there provided the fee for domestic redirection is paid and the conditions for the post office box rental are simultaneously fulfilled (e.g. for a postal parcel the redirection address cannot be a post office box), thus:
  - ja) Magyar Posta can only perform the redirection of mail items to a post office box address and deliver them there if the customer classified as a natural person rents the post office box appearing as the redirection address or is its sub-PO box holder based on a free sub-PO box rental connected to the PO box rental contract;
  - jb) Magyar Posta can only perform the redirection of mail items addressed to a natural person who is classified as the representative of an organisation to a post office box address rented by the organisation and deliver them there if the natural person is the sub-PO box holder of the post office box rented by the organisation given as the redirection address based on a free sub-PO box rental connected to the PO box rental contract;
  - jc) the delivery of mail items addressed to the organisation's premises which are located
    - jca) in another town or
    - jcb) in another district (if the city or town is divided into districts) or
  - jcc) outside the DELIVERY AREA of the postal service outlet providing the post office box and which are used by an organisational unit that belongs to the organisation proven by a credible document is provided through a central post office box rented by the organisation;
  - jd) Magyar Posta can only perform the redirection of mail items addressed to an organisation to a post office box rented by another organisation and deliver them there if the organisation ordering the redirecting service is a sub-PO box holder of the post office box rented by the other organisation and given as the redirection address based on a free sub-PO box rental connected to the PO box rental contract.
- k) if, instead of the street name and house number, the redirection address includes a land registry reference number based on which Magyar Posta cannot identify the address using its own database or the information obtained by establishing contact as undertaken on the separate product sheet in connection with the performance of the service, make available mail items to be delivered at such a



- redirection address for collection for the period of retention given in point 6.8.1 of the GTC published on Magyar Posta's website at the delivery point designated for the redirection address without leaving a written notification of their arrival at the actual address or sending notification electronically;
- l) if the redirection address is the address of an organisation's premises (seat or branch office), fulfil the redirection by applying the provisions of paragraphs 9) to 9/B) of Point 6.2 of the GTC published on Magyar Posta's website;
- m) if mail items may arrive for a customer addressed using a name given in a different style from that appearing in the official document in proof of identity (e.g. the indication or omission of a title preceding the surname or several forenames), and the customer states that no other person under the same name lives at the address marked on the mail item, redirecting will be fulfilled in accordance with such a statement made by the customer;
- n) if the customer cancels the separate written contract for redirecting, from the second working day thereafter Magyar Posta will deliver, or attempt to deliver, the mail item at the address indicated by the sender on the mail item without forwarding it to the redirection address.

#### The customer undertakes

- a) to pay the announced quarterly flat rate in the case of written contracts concluded for an indefinite term in advance for each quarter by the fifth working day prior to the current quarter at the latest. If payment is overdue, the redirecting service will be automatically discontinued on the last day of the period paid for;
- b) to pay the flat rate in advance for written contracts concluded for a definite term specified in advance;
- c) in the event that the customer has several written contracts to rent post office boxes concurrently and requests the mail items addressed to them to be redirected to any one of these post office boxes, to enter into separate written contracts for redirecting with Magyar Posta for each post office box affected by redirecting and to pay the fee due for the number of contracts concluded. In this event the Customer notes that the handling time may be prolonged by redirection;
- d) when placing the order, to indicate as the name of the addressees affected by redirecting:
  - da) for organisations, the name variations associated with the given tax number (e.g. abbreviated company names);
  - db) for natural persons, all possible name variations known to the customer (e.g. birth name, married name)
  - which may appear in the addressing of mail items sent to such addressees and which Magyar Posta is expected to take into account when performing the supplementary service.

The customer acknowledges that, if the customer orders the service with regard to mail items addressed to a close relative with an identical address on the MYPOST web page without being instructed to do so, the liability related to the performance of the redirecting service is borne by the customer in relation to the mail items arriving for the addressee concerned, and Magyar Posta has no liability in this regard.



## 19.5 Repeated delivery on an agreed day or at an agreed time18

# Fee in HUF for the supplementary service, method of Definition of the supplementary service payment

The service is subject to 27% VAT.

	net	gross
delivery at an agreed time on the same day	1 626	2 065
delivery at an agreed time on another working day		1 110
on another agreed working day in the usual delivery schedule		475

The fee for the service may be settled in cash or by bank card payment transaction at workstations stated in information available at postal service outlets and through a delivery person equipped with a POS terminal for this purpose indicated in the document PARCEL SERVICES INFORMATION published on Magyar Posta's website or, for customers who pay postage on credit and for orders placed online, by bank card (by giving an instruction to this end electronically).

At the request of the addressee made after the notification of the arrival of a mail item has been made available but not later than on the last day of the period of retention (holding), following an unsuccessful attempt to deliver a mail item to be delivered in person and after a notification has been left or sent electronically of the arrival of a non-registered mail item that cannot be delivered to a letterbox due to its dimensions as well as a recorded letter-mail item, Magyar Posta provided this is not contrary to the service or additional service requested by the sender of the mail item - attempts delivery at the address featured in the mail item's address on the same day or, with the exception of official documents, on another working day but not later than the first working day after the expiry of the period of retention (holding) at a time agreed with the addressee or during regular delivery.

The service can be ordered

- a) by phone from the postal service point or delivery point which performs delivery for the address and
- b) for registered mail items to be delivered in person by customers who have registered on Magyar Posta's web page WWW.POSTA.HU (MYPOST) in advance and hold a MYPOST LOYALTY CARD also by completing and sending an electronic order online.

Delivery on the same day at an agreed time can only be requested on the MYPOST online page by 6 am at the latest, and after that only at the postal service point or delivery point which performs delivery for the address by phone.

This supplementary service is not available at postal service outlets operated by Postal Partners.

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<sup>&</sup>lt;sup>18</sup> Magyar Posta provides the supplementary service described in this product sheet also for mail items in accordance with the GTC, point 6.2, paragraph 2/A, irrespective of whether or not delivery at the address has been attempted.



## 19. 6 Repeated delivery after the expiry of the collection deadline

# Fee in HUF for the supplementary service, method Definition of the supplementary service of payment

The service is subject to 27% VAT.

	net	gross
international letter-mail items and mail items containing literature for the blind posted with an additional service	1 146	1 455
priority and non- priority international postal parcel, international EMS express mail, Európa+ parcel, MPL Europe Standard parcel	1 626	2 065

The fee for the service may be settled in cash or by bank card payment transaction at workstations stated in information available at postal service outlets and through a delivery person equipped with a POS terminal for this purpose indicated in the document PARCEL SERVICES INFORMATION published on Magyar Posta's website or, for customers who pay postage on credit and for orders placed online, by bank card (by giving an instruction to this end electronically).

At the request of the addressee made after the expiry of the period of retention (holding) marked on the notification of the arrival of a mail item, Magyar Posta undertakes for a separate fee to attempt the repeated delivery to the addressee of international mail item arriving from abroad deemed undelivered due to the expiry of the collection deadline established based on the retention (holding) period without the item being collected provided this is not contrary to the additional service requested by the sender of the mail item given in the tariff table for this additional service and that the item is still in Magyar Posta's handling.

The service can be ordered

- a) by phone from the postal service point or delivery point which performs delivery for the address or
- b) by customers who have registered on Magyar Posta's web page WWW.POSTA.HU (MYPOST) in advance and hold a MYPOST LOYALTY CARD also by completing and sending an electronic order online.

This supplementary service is not available at postal service outlets operated by Postal Partners.

# 19. 7 Repeated delivery to a new address<sup>19</sup>

# Fee in HUF for the supplementary service, method of Definition of the supplementary service payment

The service is subject to 27% VAT.

		,			
				net	gross
delivery address	to	a	new	937	1 190

The fee for the service may be settled in cash or by bank

At the request of the addressee made after the notification of the arrival of a mail item has been made available but not later than on the last day of the period of retention (holding), following an unsuccessful attempt to deliver a mail item to be delivered in person, except for official documents, and after a notification has been left or sent electronically of the arrival of a non-

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<sup>&</sup>lt;sup>19</sup> Magyar Posta provides the supplementary service described in this product sheet also for mail items in accordance with the GTC, point 6.2, paragraph 2/A, irrespective of whether or not delivery at the address has been attempted.



card payment transaction at workstations stated in information available at postal service outlets and through a delivery person equipped with a POS terminal for this purpose indicated in the document PARCEL SERVICES INFORMATION published on Magyar Posta's website or, for customers who pay postage on credit and for orders placed online, by bank card (by giving an instruction to this end electronically).

registered mail item that cannot be delivered to a letterbox due to its dimensions as well as a recorded letter-mail item, Magyar Posta – provided this is not contrary to the service or additional service requested by the sender of the mail item appearing in the tariff table for this supplementary service – attempts delivery at an address other than that featured in the address at the earliest on the second working day after the placement of the order or on another working day after that specified by the addressee but not later than the fifth working day following the period of retention (holding) indicated in the notification of the arrival of the mail item during regular delivery.

The service can be ordered

- a) by phone from the postal service point or delivery point which performs delivery for the address and
- b) for registered mail items to be delivered in person by customers who have registered on Magyar Posta's web page WWW.POSTA.HU (MYPOST) in advance and hold a MYPOST LOYALTY CARD also by completing and sending an electronic order online.

This supplementary service is not available at postal service outlets operated by Postal Partners.

# 19.8 Delivery at an agreed time after two unsuccessful delivery attempts

# Fee in HUF for the supplementary service, method of Definition of the supplementary service payment

The service is subject to 27% VAT.

	net	gross
International EMS express mail	764	970

The fee for the service may be settled in cash or by bank card payment transaction at workstations stated in information available at postal service outlets and through a delivery person equipped with a POS terminal for this purpose indicated in the document PARCEL SERVICES INFORMATION published on Magyar Posta's website or, for customers who pay postage on credit, by bank transfer.

At the request of the addressee made after the notification of the arrival of a mail item has been made available, following two unsuccessful attempts to deliver in person the mail item appearing in the tariff table for this supplementary service, Magyar Posta – provided this is not contrary to the service or additional service requested by the sender of the mail item – attempts to repeat delivery at the address featured in the mail item's address again at a time agreed with the addressee.

This service may be requested by phone at the postal service point/delivery point designated for delivery for the address or via customer service on (1) 333-7777 or



# customer.service@posta.hu.

This supplementary service is not available at postal service outlets operated by Postal Partners.



#### 19. 9 Addressee's instruction prior to the first delivery attempt

#### Fee in HUF for the supplementary service

This service is included in certain basic services indicated on the product sheets for no extra charge.

#### Definition of the supplementary service

If the sender has marked the addressee's domestic mobile phone number suitable for receiving text messages on the address label of the postal parcel, Magyar Posta – based on the addressee's choice with regard to the options for acceptance on the basis of information given to the addressee prior to entering into a verbal contract taking into account currently available capacities – will attempt the delivery of the postal parcel in accordance with the verbal agreement made with the addressee even if this contradicts the sender's instruction to this end as follows:

- a) at the delivery point attributed by Magyar Posta to the address marked on the address label of the postal parcel, or
- b) at the address marked on the address label of the postal parcel

at a time agreed with the addressee on the same day or, based on the addressee's instruction, on the next working day.

The user accepts the potential longer handling time arising from the fulfilment of the addressee's instruction prior to the first delivery attempt.

This supplementary service is only available with inbound priority and non-priority international postal parcels as well as MPL Business Parcels, MPL Europe Standard Parcels, and MPL Europe Standard Parcels posted as return goods under the Inverz service.

If the postal parcel is posted with the day certain delivery additional service, Magyar Posta will provide information with regard to the options for acceptance on the day indicated in the sender's instruction, and the addressee may first make instructions with regard to the place and/or time of the first delivery attempt of the postal parcel bearing this in mind for the day specified by the sender at the earliest.

Magyar Posta provides this supplementary service in the period between 1 December and 15 January with regard to addressees deemed to be organisations with the following additions:

 a) the instruction given as the written declaration of the addressee is necessary for the provision of the service;



- b) Magyar Posta applies the instruction to all postal parcels and registered lettermail items with a weight over 500 g (except official documents) addressed to the organisation;
- c) Magyar Posta will endeavour to deliver the mail items concerned for the first time on the working day indicated in the organisation's written declaration, at the address given on the postal parcel's address label.

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#### 19. 11 Postal customs agent service

#### Definition of the supplementary service, method of payment

Under the postal customs clearance agent service, Magyar Posta undertakes to arrange import or export customs clearance for mail items containing dutiable goods sent beyond or arriving from outside the EU customs border (including mail items sent by third country senders but arriving from European warehouses without having undergone customs clearance). The service is available for natural persons and organisations (for commercial goods). The rules prescribed by the Civil Code are valid for the use of the service.

#### Fee in HUF for the supplementary service

The service is subject to 27% VAT.

The fees for the activities provided by Magyar Posta under the postal customs agent service as well as other provisions related to these are given under the subheading "Other information related to the supplementary service".

#### Other information related to the supplementary service

1. Postal customs clearance agent service for export items

The postal customs clearance agent service is available for mail items addressed to destinations outside the European Union (EU) customs border with contents of a HUF value of or exceeding the equivalent of EUR 1,000 and in cases specified by separate law (for mail items with dutiable content), regardless of value at the customer's request, by completing the relevant order form and, if necessary, attaching the export licences at the time of posting the item.

Furthermore, a CN 23 customs declaration form must be attached to the item, which is part of the address label set introduced for this service for postal parcels and Európa+ parcels.

Based on the CN 23 customs declaration form and the order, Magyar Posta initiates the export customs clearance of the mail item with the Airport Directorate of the National Tax and Customs Administration (hereinafter referred to as the "Tax Authority") inspecting the traffic of the International Office of Exchange, issues the Export Accompanying Document (EAD) and, if necessary, the EAD Supplementary Sheets, and presents the item for customs clearance.

During export customs clearance the customs authority may subject the mail item to a detailed customs

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<sup>&</sup>lt;sup>20</sup> Repealed on 1 January 2022.



inspection, which means opening the mail item and inspecting its contents.

Due to conducting export customs clearance, mail items with goods subject to duty may be forwarded from the country later than mail items not affected by customs clearance.

If the value of the mail item's contents does not reach the HUF equivalent of EUR 1,000, its handling does not require the use of the postal customs agent service but for such mail items exiting the country (for a potential export customs inspection) a CN 23 customs declaration form, and, for letter-mail items only, a CN 22 customs declaration form, needs to be attached. In the event that the physical characteristics of the CN 22 form do not allow the full data content to be entered in its sections, a duly completed CN 23 customs declaration form must be used as an accompanying document.

The postal customs agent service for export items is not available at postal service points operated by postal partners.

Fees per mail item for the postal customs agent service for exports

	net	gross
Fee for issuing an Export Accompanying Document (EAD) and presenting the goods for dispatch to customs	3 150	4 000
Fee for completing the supplementary sheet (for the EAD form) per sheet (3 items per sheet)	1 575	2 000

The fee for the service may be settled in cash or by bank card payment transaction at workstations stated in information available at postal service outlets.

2. Postal customs clearance agent service for import items

Under the postal customs clearance agent service, Magyar Posta, with the involvement of the Tax Authority, ensures that customs clearance procedures with release for free circulation and forwarding of goods take place for mail items sent from outside the European Union (EU) customs border to Hungary.

In the course of the submission of customs declaration forms, Magyar Posta will conduct

- a) automatic postal customs clearance by using either the Special Arrangement<sup>21</sup> (hereinafter referred to as "SA") VAT payment method or the IOSS<sup>22</sup> VAT payment method, or
- b) the so-called ordered postal customs clearance for customs clearance where the automatic postal customs clearance cannot be applied, or
- c) an "intermediary service" for mail items that do not require the submission of a customs declaration form by Magyar Posta, i.e. mail items that do not undergo postal customs clearance.

With regard to the services listed in subpoints a) to c), Magyar Posta will act in accordance with this product sheet.

If the value of the product placed in the mail item does not reach EUR 150<sup>23</sup> and the contents or value of the product do not justify the use of the ordered postal customs clearance, Magyar Posta will automatically perform customs clearance, uniformly using the 27% VAT rate for SA customs clearance, except if the natural or non-natural person entitled to make a statement in relation to customs clearance to Magyar Posta (hereinafter referred to with respect to the contents of this product sheet as

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<sup>&</sup>lt;sup>21</sup> As defined by European Union legislation.

<sup>&</sup>lt;sup>22</sup> Import One Stop Shop, eOne Stop Shop arrangement: the amount of the VAT is paid in advance together with the price of the product during purchase.

<sup>&</sup>lt;sup>23</sup> The Tax Authority also sets an equivalent in HUF of the duty exemption limit expressed in EUR, which is valid for a year.



"addressee") indicates to Magyar Posta in advance, prior to the submission of the customs declaration form, an intention not to use Magyar Posta's automatic customs clearance. The addressee can indicate the intention to clear customs by other means through the REQUEST FORM<sup>24</sup> available on Magyar Posta's website.

Magyar Posta notifies the addressees of mail items requiring customs clearance sent from outside the European Union (EU) customs border to Hungary if the addressee is required to provide additional data or to supply additional documents for the arrangement of customs clearance using automatic or ordered postal customs clearance. Magyar Posta notifies the addressee using the addressee's electronic contact details provided by the sender (and received from the foreign postal operator in the form of system data) by sending a message by e-mail to the addressee's e-mail address or a text message to the addressee's domestic mobile phone number suitable for receiving text messages. In the absence of electronic contact details, the notification is sent by post in a letter sent with the priority and registered additional services. The addressee may send the declaration, order or any missing documents needed for customs clearance

- a) through the REQUEST FORMS available for this purpose on the electronic platform on Magyar Posta's website following the instructions given in the notification or the REQUEST FORMS<sup>25</sup> or
- b) if electronic communication is not used, by completing the form for this purpose available on the page FORMS on Magyar Posta's website and sending it by post to the International Office of Exchange (Magyar Posta Zrt. Nemzetközi Posta Kicserélő Központ Budapest 1005).

During import customs clearance, the customs authority may subject the mail item to a detailed customs inspection, which means opening the mail item and inspecting its contents. This may result in a longer customs clearance procedure.

If the Tax Authority imposes a sanction based on the details given on the basis of the addressee's declaration in the customs declaration form or based on the value of the contents placed in the mail item, or in relation to any other declaration by the addressee made in the course of the customs clearance procedure, Magyar Posta will pass on the financial liability imposed on it to the addressee.

#### Provisions for automatic postal customs clearance

During the automatic postal customs clearance, Magyar Posta issues the customs declaration form and submits it to the Tax Authority as the declarant

- a) for a natural person addressee (in the absence of the addressee's instructions to the contrary) or
- b) in the case of a declaration submitted by a natural person addressee to supply additional data for mail items with automatic customs clearance, or
- c) in the absence of a prior declaration for this purpose given by a non-natural person addressee, or
- d) for customs clearance using IOSS provided that the IOSS identification number has been given in the electronic data sent by the sender.

If, based on the details of the customs declaration form, in the interest of obtaining evidence for the value of the contents placed in the mail item, the Tax Authority

a) has further requirements, Magyar Posta will request the addressee to supply missing information, indicating the required deadline and contents and the required option for replying the addressee must comply with. When the addressee has provided the missing information and Magyar Posta has submitted this to the Tax Authority,

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<sup>&</sup>lt;sup>24</sup> Submission of preliminary customs clearance orders and instructions.

<sup>&</sup>lt;sup>25</sup> Submission of declarations by customers notified of the arrival of mail items to be cleared or Additional documents for mail items to be cleared.



b) has no further requirements,

the Tax Authority will issue the goods release permit for customs clearance to Magyar Posta.

In the event that the addressee does not provide Magyar Posta with the required information and/or documents by the deadline and with the contents specified in the request for supplying missing information, customs clearance will not be conducted and Magyar Posta will return the mail item to the sender on the expiry of a 20-day retention period without separately informing the addressee of this, or, if the sender has renounced the mail item, Magyar Posta will initiate the destruction of the mail item that requires customs authority action.

After receiving the goods release permit issued for customs clearance sent by the Tax Authority, Magyar Posta will notify the addressee of the VAT and customs duty imposed by the Tax Authority (if applicable) as the joint customs charges payable (for mail items with SA VAT payment, the VAT calculated from the value of the goods and the international shipment fee, for mail items with IOSS VAT payment, VAT payable during customs clearance no longer arises) as well as of the fee for the postal customs agent service in accordance with this product sheet. The notification will be sent electronically if the addressee's electronic contact details are available to Magyar Posta in the form of system data provided to the foreign postal operator by the sender. As regards the settlement of the fees payable, Magyar Posta will offer an online payment option for bank card payment transaction on a site operated by a payment provider in cooperation with Magyar Posta following the rules and security regulations of international bank card companies. Within 48 hours of the notification of the online payment option being sent, the addressee may settle the joint customs charges (except for mail items with VAT paid by IOSS) together with the fee for the postal customs agent service prior to the delivery of the mail item. If the addressee pays the joint amount in the above time period by the above described means, Magyar Posta will attempt the delivery of the mail item in accordance with the postal service contract requested by the sender or will act in accordance with the contents of paragraph 2/A) of point 6.2 of the GTC for a nonregistered mail item which cannot be delivered via a letterbox due to its size.

If the addressee's electronic contact details are not available to Magyar Posta in the form of system data provided to the foreign postal operator by the sender or the addressee does not pay the joint amount of the customs charges and the fee for the postal customs agent service within 48 hours of the notification regarding payment, Magyar Posta will attempt to deliver the mail item at the place indicated in the mail item's address through personal delivery or will notify the addressee of the arrival of the mail item in accordance with the contents of paragraph 2/A) of point 6.2 of the GTC for a non-registered mail item which cannot be delivered via a letterbox due to its size. If the delivery attempt at the place indicated in the mail item's address is unsuccessful, Magyar Posta will inform the addressee of the arrival of the mail item and the joint amount of the customs charges and the fee for the postal customs agent service by leaving behind a notification, based on which the mail item will be held for collection by the authorised recipient at the designated delivery point for the period of retention (holding) defined in point 6.8.1 of the GTC. Prior to the delivery of the item, the addressee must pay the joint amount of the customs charges and the fee for the postal customs agent service

- a) in the case of delivery at the place indicated in the mail item's address, in cash or by bank card payment transaction through a delivery person equipped with a POS terminal for this purpose indicated in the document PARCEL SERVICES INFORMATION published on Magyar Posta's website;
- b) in the case of delivery at the delivery point indicated in the notification, in cash and, at workstations stated in information available at postal service outlets, by bank card payment transaction.



The addressee acknowledges that Magyar Posta will make the goods release certificate issued for customs clearance and the electronic invoice<sup>26</sup> issued for the fee payable by the addressee (hereinafter referred to as the e-Invoice) available to the addressee on the MYPOST page. These documents can be downloaded by the addressee within 60 days of the notification of the availability of these documents without prior registration using the access code provided by Magyar Posta at the time of delivery in person or in the electronic notification advising the addressee of the fee payment.

During automatic postal customs clearance, the provisions regarding the customs agent service are applied separately for each mail item, and in the same way the addressee also has to indicate any intention to clear customs by other means individually for each mail item.

Fees per mail item for automatic postal customs clearances

	Value limit (up to)	Payment by bank card payment transaction		delivery	nt during y prior to dover
Automatic postal customs clearance using SA	EUR		HUF		
		net	gross	net	gross
	10	314	399	629	799
	22	393	499	708	899
	50	472	599	787	999
	100	708	899	1 102	1 399
	150	1 102	1 399	1 495	1 899

	Value limit (up to)	card p	nt by bank bayment saction	delive	ent during ry prior to ndover
Automatic postal customs clearance using IOSS	EUR	HUF			
		net	gross	net	gross
	150	314	399	629	799

#### Provisions for ordered postal customs clearance

Magyar Posta will start customs clearance based on a written order by the addressee in the event that

- a) the value of the product placed in the mail item reaches EUR 150;
- b) the contents placed in the mail item are excise goods or perfume;
- c) the addressee requires customs clearance to be performed as a mail item arriving for an organisation;
- d) the addressee requires the mail item to be cleared as a gift, applying VAT exemption for gift items of EUR 45 at most in value, because both the sender and addressee of the mail item are a natural person and its content is not a product intended for trade;
- e) the addressee requires the mail item to be cleared based on another ground for exemption from customs duty (e.g. person being repatriated to Hungary);
- f) the addressee requires the mail item to be cleared under a special procedure (e.g. changing product, repair, handling under guarantee, providing spare parts);

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<sup>&</sup>lt;sup>26</sup> The format of the electronic invoice sent by Magyar Posta is a PDF with embedded XML, which meets the requirement of the VAT Act for authenticity of source and data content integrity by complying with Section 175(2)(a) of the VAT Act, i.e. Magyar Posta endorsing the document with a certified electronic signature.



- g) the addressee requires the mail item to be cleared based on a deferred customs payment permit in his own right;
- h) the addressee requires the mail item to be cleared using a tax rate other than 27% (e.g. for books).

In the cases listed in subpoints c) to h), the addressee may indicate a requirement to clear customs by other means – prior to the postal handling of the mail item by the International Office of Exchange – by completing the REQUEST FORM<sup>27</sup> published on Magyar Posta's website. In the absence of a customs clearance order submitted in advance, before the mail item reached Hungary, the ordered postal customs clearance cannot be applied in the cases under subpoints c) to h), and the mail item will be cleared using the automatic postal customs clearance.

Ordered postal customs clearance can be requested for individual cases (for a single mail item). During ordered postal customs clearance, Magyar Posta may act as an indirect or a direct representative towards the Tax Authority.

If additional documents are required to conduct the ordered postal customs clearance, the file containing the scanned image of the signed order must be returned through the REQUEST FORM<sup>28</sup> on Magyar Posta's website used for this purpose or in a letter by post within five working days following receipt of the notification at the latest. The customer must attach to the customs clearance order all documents (e.g. invoices) which may be needed in the course of customs clearance. If the addressee states that he or she wishes to arrange import customs clearance independently, Magyar Posta will act in accordance with the provisions for the intermediary service.

Based on the order signed, scanned and returned by the addressee, Magyar Posta will arrange the mail item's import customs clearance with the Tax Authority. Based on this, the addressee must pay the customs charges (VAT and customs duty) and the fee for the postal customs agent service during delivery at the latest but prior to the mail item being handed over even if the customs clearance procedure has been closed without imposing an obligation to pay VAT and customs duty.

As regards forwarding and delivering mail items and the payment of the service fee, the provisions stated in this product sheet will prevail and are applied by Magyar Posta to the automatic postal customs clearance.

In the event that the addressee of the mail item does not provide the additional documents or information necessary to conduct customs clearance within the period of retention (holding) in accordance with paragraph 3) of point 6.8.1 of the GTC, Magyar Posta will

- a) return the mail item to the sender or
- b) if the sender has renounced the mail item, initiate the destruction of the mail item requiring customs authority action.

Fees per mail item for ordered postal customs clearance

	Payment by bank		Payment during	
	card payment delivery price		prior to	
	transaction		nction handover	
	net	gross	net	gross
Ordered postal customs clearance	3 150	4 000	3 150	4 000

#### Provisions for ordered postal customs clearance in the event of a request for review

A request for review concerns the amendment of a sum established as the charge payable for a mail

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<sup>&</sup>lt;sup>27</sup> Submission of preliminary customs clearance orders and instructions.

<sup>&</sup>lt;sup>28</sup> Additional documents for mail items to be cleared.



item that has undergone automatic or ordered postal customs clearance and has been cleared, and requires the submission of a customs declaration with new data content under a subsequent customs clearance procedure. A subsequent procedure can be started for both delivered mail items and as yet undelivered mail items which have not yet been returned to the sender. If the addressee requests a review of customs clearance of an as yet undelivered mail item for which the customs charges established during the customs procedure have not yet been paid online by bank card payment, the related fee for the postal customs agent service must be paid by the addressee on the closure of the subsequent customs clearance procedure based on an individual notification sent to the customer.

A review can be requested by completing the REQUEST FORM<sup>29</sup> published on Magyar Posta's website and attaching the documents in support of the request within 3 years of the first procedure, i.e. release for free circulation. Based on the request, Magyar Posta examines the contents of the request and notifies the addressee if, as a result of the assessment, an amendment may be initiated in the subsequent customs clearance procedure. The service fee related to the request for review must be paid within 48 hours of the receipt of a request sent by Magyar Posta for a payment transaction, which can only be made online by bank card.

If the addressee pays the service fee within the 48 hours available for payment, Magyar Posta will submit the request to the Tax Authority to conduct the subsequent customs clearance. If the addressee does not pay the fee within that period of time, the subsequent customs clearance cannot be performed and Magyar Posta will not request the Tax Authority to start the procedure.

The Tax Authority reaches a decision within 120 days of the receipt of the request.

There is no option to change the status of the declarant and representative between the first and subsequent customs clearance procedures, and such customs clearance requests will be rejected by the customs authority pursuant to Articles 173, 174 and 175 of Regulation (EU) No 952/2013 laying down the Union Customs Code, and Article 148 of Commission Delegated Regulation (EU) 2015/2446, under which a subsequent customs clearance procedure can be conducted based on a request for review in the following cases:

- a) for natural and non-natural persons' mail items if the first procedure was conducted by ordered postal customs clearance;
- b) for natural persons' mail items if the first procedure was conducted by automatic postal customs clearance and the purpose of the review is to apply a different tax rate from that applied in the first procedure (e.g. for books), not including grounds for exemptions from customs duty;
- c) for natural persons' mail items if the first procedure was conducted by automatic postal customs clearance and the purpose of the review is to conduct the customs clearance at a value differing from the first procedure;
- d) for non-natural persons' mail items if the first procedure was conducted by automatic postal customs clearance and the purpose of the review is to conduct a procedure ending in a customs administration decision establishing a payment obligation in a manner that the party appearing as the declarant on the decision is not Magyar Posta's customer (the addressee) but Magyar Posta in view of the fact that no change in the declarant/representative status is possible and, as a result, no VAT certificate will be issued in the name of Magyar Posta's customer.

	Payment by bank		
	card payment		
	transaction		
	net gross		
Ordered postal customs clearance in the event of a	5 197	6 600	

<sup>&</sup>lt;sup>29</sup> Submission of request for subsequent amendment of conducted customs clearance.

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request for review	
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#### Provisions for intermediary service

In the event that the addressee states in advance an intention to clear import customs by means other than the automatic or ordered postal customs clearance through the Request Form<sup>30</sup> available on Magyar Posta's website,

- a) if, based on the addressee's instructions, customs clearance is performed by a third party (intermediary, customs agent other than Magyar Posta, broker, the Tax Authority's eVÁM), Magyar Posta will make available the information required for customs clearance to the addressee by electronic means, except for customs clearance initiated by natural persons on the Tax Authority's eVÁM (eCustoms) platform. Magyar Posta will retain (hold) the mail item in accordance with paragraph 3) of point 6.8.1 of the GTC. If Magyar Posta receives notification in electronic form from the third party acting as the intermediary in customs clearance that the customs clearance has been performed, following confirmation from NAV, Magyar Posta will release the mail item from retention and attempt to deliver it in person. The intermediary service fee payable by the addressee must be settled during delivery in cash or by bank card payment transaction through a delivery person equipped with a POS terminal for this purpose indicated in the document PARCEL SERVICES INFORMATION published on Magyar Posta's website. In the event that Magyar Posta receives no notification about the customs clearance having taken place, it will handle the mail item in accordance with the sender's instructions with regard to the potentiality that the mail item cannot be delivered to the addressee.
- b) Magyar Posta will handle the mail item if its addressee is an organisation in the framework of goods forwarding based on a declaration with such content issued by the organisation. Magyar Posta will forward the mail item to the delivery point designated based on its address, where it will be retained for the authorised recipient for the period of retention (holding) specified in paragraph 2)(c) of point 6.8.1 of the GTC. When the addressee wishes to collect the mail item, the CN 23 customs declaration form validated (endorsed) by NAV in the course of customs clearance must be handed over to Magyar Posta. Magyar Posta will inspect if the CN 23 customs declaration form is correctly endorsed (i.e. whether the notes section contains the customs authority's registration number, the date and the text confirming that it can be issued to the customer ("Címzett részére kiadható") as well as the customs authority's seal and signature. If the inspection finds the document to be compliant, prior to the mail item's delivery, the fee for goods forwarding payable by the addressee must be settled in cash or, at workstations stated in information available at postal service outlets, by bank card payment transaction;
- c) Magyar Posta will make the e-Invoice about the service fee payable by the addressee based on subpoints b) and c) in accordance with this product sheet available to the addressee on the MYPOST page. The e-Invoice can be downloaded by the addressee within 60 days of the notification of its availability without prior registration using the access code provided by Magyar Posta at the time of delivery in person.

Fees per mail item for the intermediary service

	T 7 1 11 1.	ъ	. 1 .
	Value limit	Payment during	
	(up to)	delivery prior to	
		handover	
	EUR	Н	UF
		net	gross
Goods forwarding (only for organisations)		3 937	5 000

<sup>&</sup>lt;sup>30</sup> Submission of preliminary customs clearance orders and instructions.

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Customs clearance performed by intermediary (broker)		3 937	5 000
Customs clearance initiated			
through eVÁM	150	629	799
(eCUSTOMS)			

#### Provisions for refunding customs charges

The service for refunding customs charges may be used when the goods content of a mail item that previously underwent customs clearance, i.e. was released for free circulation, has been finally returned to the sender in a verified manner, approved by the Tax Authority.

Under the provisions of the Union Customs Code, mail items for which the addressee requests the repayment or refund of the customs duty or other charges also need to have an Export Accompanying Document attached to the CN 23/CN 22 customs declaration irrespective of whether the value of the goods reaches EUR 1,000 or not. At the request of the sender of the mail item, Magyar Posta will issue the Export Accompanying Document based on a written Export Customs Clearance order against the fee applied in export traffic published in the GTC in relation to the postal customs agent service.

A refund of previously paid VAT and/or customs duty can be initiated by completing the REQUEST FORM<sup>31</sup> available on Magyar Posta's website, sending the related documents and submitting the request for the refund.

Based on the request for the refund, Magyar Posta examines the contents of the request and notifies the addressee if, as a result of the assessment, a procedure may be initiated. A condition of starting the procedure is the payment of the fee for the refund of the customs charges by bank transfer based on an individual e-mail notification. The Tax Authority typically reaches the final decision on refunding the customs charges within 90 days. If the request is deemed to be justified, the previously paid sum of the VAT and/or customs duty is repaid to the addressee with the assistance of Magyar Posta.

#### Other postal customs fees per mail item

	Fee p	ayable
	net	gross
Customs clearance for mail item starting from		
item 8 (on top of the basic fee, fee for each	3 937	5 000
commenced supplementary sheet)		
Customs duty reclaim	3 937	5 000
Fee for the full or partial destruction of a mail item containing goods requiring customs action	3 937	5 000

The fees for the customs duty reclaim and the fee for partly or fully destroying a mail item containing goods requiring customs action can only be settled by payment by bank transfer.

#### 19. 12 Data supply

#### Definition of the supplementary service

Magyar Posta provides data related to the performance of a postal service and mail items in writing only at the written request of the sender or the addressee (or other authorised recipient), or persons entitled to

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<sup>31</sup> Request for information about postal customs agent service



know the data, and bodies authorised by law at most until the end of the period of data processing pursuant to paragraph (2) of point 8 of these GTC unless otherwise stated on this product sheet. Unless the GTC provide otherwise, the use of the service will be governed by the rules prescribed by the Civil Code.

#### Fee in HUF for the supplementary service, method of payment

The service is subject to 27% VAT.

Fee for data supply	net	gross
Per mail item	1 295	1 645

If a separate written contract has been concluded, the contracting parties may agree on a fee other than the above.

The fee for the supplementary service can be paid at a postal service point in cash, by bank card payment transaction at workstations stated in information available at postal service outlets or for customers who pay postage on credit by bank transfer.

Magyar Posta does not charge the fee for the supplementary service (and will reimburse any fee paid already) in the following cases:

- a) when fulfilling requests for data supply of juridical bodies unless these concern making available an additional certified paper-based copy of the delivery confirmation in the absence of a declaration of the sender of the official document to this end made prior to entering into the postal service contract or through its amendment as a subsequent instruction;
- b) when fulfilling requests for data supply concerning a mail item posted to an international destination;
- c) when fulfilling requests for data supply concerning the delivery of mail items posted with the advice of delivery additional service if the sender affixed a completed advice-of-delivery slip to the postal parcel or a registered mail item posted to an international destination but the advice-of-delivery slip has not been returned to the sender, and the sender requests a replacement (the issue of a replacement adviceof-delivery slip);
- d) if the sender requests the delivery confirmation to be provided because a postal investigation established that the original delivery confirmation was not made available to the sender;
- e) when fulfilling requests for data supply of a mail item whose delivery, based on the outcome of the request, did not comply with the provisions of the GTC;
- f) when fulfilling requests for data supply whose outcome established the loss of the mail item.

#### Other information related to the supplementary service

The data supply supplementary service can be requested at postal service outlets other than those indicated in column "R" of the POST OFFICE LIST published on Magyar Posta's website

- a) for mail items with an identification number, by giving at least the item's individual ID number and, if necessary, its address and other characteristics (e.g. contents, packaging), and - if possible - by presenting the document in proof of posting;
- b) for postal parcels sent to a domestic address, issuing a copy of the advice-of-delivery slip can be requested by showing the advice-of-delivery slip containing the data completed by the sender on the advice of delivery (and at the same time the presentation of the document in proof of dispatch is expected).

If a third person other than the sender or the addressee (or other authorised recipient) wishes to use the supplementary service by providing the individual identification number of the mail item, together with the names of the sender and addressee, as well as the address of the mail item, but, despite this, Magyar Posta doubts the entitlement of the person to learn the available details in connection with performing the service, available data will be supplied on condition that a document in proof of the entitlement is provided.

Magyar Posta will provide an answer in writing within 30 calendar days of receiving the request for data supply at the latest for domestic mail items and for international mail items within 15 calendar days of the date



of receiving the reply of the foreign postal operator concerned.

With regard to the delivery of mail items sent to an international destination, a request for data supply may be submitted – unless the separate Product Sheet provides otherwise – for six months from the date of dispatch. With regard to a mail item, the data requested by the person using the additional service but at most the following information can be provided by Magyar Posta subsequently:

- a) the date and place of posting, the postage, and requested additional and supplementary services of a mail item:
- b) the date of delivery of a mail item, the endorsement referring to the action taken in the case of unsuccessful delivery (retention at postal service outlet, return delivery, redirecting);
- c) the date of and reason for a mail item's return delivery;
- d) all data in addition to the above which is available to Magyar Posta and may be supplied legally.

Under the data supply service, against the payment of the above fee the following is available:

- a) the issue of a duplicate copy of the document proving the posting of a registered mail item which may be requested at the time of dispatch at the postal service outlet accepting the mail item and within the period of data processing pursuant to paragraph (2) of point 8 of these GTC by presenting the original document proving dispatch;
- b) for official documents and domestic letter-mail items posted with the advice-of-delivery additional service, in the absence of a declaration of the sender to this end made
  - ba) prior to entering into the postal service contract or
  - bb) through its amendment as a subsequent instruction,
  - the additional issue of a certified paper-based copy of the delivery confirmation which may be requested by the end of the period of data processing pursuant to paragraph (2) of point 8 of these GTC by giving proof of dispatch while providing the address for the sending of the certified paper-based copy;
- c) for official documents, and domestic letter-mail items posted with the advice-of-delivery additional service, the repeated provision of data which were already indicated on the delivery confirmation provided to the sender previously, or, in addition to such data, providing any other data available to Magyar Posta inasmuch as this is permitted by the law;
- d) for official documents, and domestic letter-mail items posted with the advice-of-delivery additional service, the repeated issue as an electronic document of the delivery confirmation already available to the sender within six months of the date of dispatch by giving the item identifier.

The data supply may be requested at Magyar Posta's central CUSTOMER SERVICE and at postal service outlets.

At postal service outlets operated by Postal Partners, this supplementary service is not available with the exception of issuing a duplicate copy of the document proving posting.

#### 19. 13 Delivery report

#### Fee in HUF for the supplementary service, Definition of the supplementary service method of payment

The service is subject to 27% VAT.

	net	gross
electronic data file per item HUF/piece	5	6

For a separate fee Magyar Posta provides senders who have a separate written contract with certain information available in relation to the postal handling of domestic registered letter-mail items on a daily basis - on the 5th working day after posting at the earliest and on the 21st working day after posting at the latest - arranged in a report format as an electronic data file.

The file can contain the following data:

a) list identifier;



- b) agreement code;
- c) date of acceptance;
- d) mail item identifier;
- e) date of delivery;
- f) recipient's entitlement;
- g) date of return;
- h) reason for return;
- i) sender's own identifier.

Magyar Posta undertakes to provide other individual data in addition to the data given in sub-points a) to i) under a separate written contract and against the payment of a separate fee specified therein.

For data transfer using the postal server, the sender must have a storage space linked to Magyar Posta's FTP server.

#### 19. 14 Pallet exchange

#### Definition of the supplementary service

If this supplementary service is used, Magyar Posta undertakes to provide for the sender another identical pallet of the same standard in exchange for the EUR standard-compliant pallet used by the sender for the packaging of the consignment in accordance with the following conditions:

- a) the supplementary service can only be used if the pallet is damage-free and compliant with the EUR standard based on the result of an inspection without opening the packaging,
- b) the supplementary service is performed in accordance with the classification of the pallet at the time of the receipt of the mail item as new/almost new ("white") or used/repaired ("not white").

#### Fee in HUF for the supplementary service, method of payment

The service is subject to 27% VAT.

	net	gross
pallet exchange/piece	3 600	4 572

If a written contract is concluded, the contracting parties may agree a fee other than that stated above.

#### Other information related to the supplementary service

Magyar Posta will deliver the consignment posted on the EUR pallet using this supplementary service if the addressee or another authorised recipient simultaneously provides in exchange an identical damage-free pallet of the same standard quality used as the packaging for the consignment classified under subpoint b) of the definition of the supplementary service, or undertakes to unload the contents of the consignment straight away still in the presence of the representative of Magyar Posta and to make the pallet available to Magyar Posta.

If the addressee or another authorised recipient does not provide simultaneously with the delivery of the consignment a damage-free pallet of the same standard quality in accordance with the above or the contents of the consignment are not unloaded in the presence of the representative of Magyar Posta, Magyar Posta will only deliver the consignment if the addressee or another authorised recipient explicitly acknowledges failure to provide an exchange pallet by signing the **DECLARATION** in accordance with Appendix 3 of the GTC for the MPL Business Parcel shipping service. In this case Magyar Posta will reduce the number of pallets to be supplied for the sender based on the supplementary service by the number of pieces appearing in the **DECLARATION** and perform the supplementary service accordingly.



#### If the pallet

- a) has a damaged bottom deckboard or leading board, or visible screws or nails;
- b) has a missing, broken or damaged block, or visible screws or nails;
- c) has a completely or partly missing, warped or broken deckboard;
- d) has no EUR identification mark or such mark is not visible;
- e) cannot be loaded in accordance with the standard due to its general condition;
- f) is contaminated with a foreign substance that is a hazard to the goods stored on the pallet;
- g) does not comply with the conditions contained in the other information related to the supplementary service,

the supplementary service may not be used, in other words, an exchange pallet may not be provided. The sender acknowledges that it is not possible to provide a pallet exchange if the addressee or another authorised recipient unloads the contents of the consignment immediately still in the presence of the representative of Magyar Posta and at that time it can be established that the pallet cannot be classified as having standard quality based on the reasons described in sub-points a) to g). Magyar Posta will inform the sender of this fact on the basis of a DECLARATION confirmed by the signature of the addressee or other authorised recipient.

#### The sender acknowledges that

- a) due to the natural wear and tear of the EUR standard pallets used for packaging the consignment, the quantity of pallets to be supplied for the sender for use based on the supplementary service will be reduced by 5%;
- b) if the EUR standard pallet used for packaging the consignment is damaged due to the shortcomings of the packaging and in particular faulty fixing or overloading in any phase of performing the service, Magyar Posta will reduce the quantity of pallets to be supplied for the sender for use based on the supplementary service by the number of damaged pieces,

and will perform the supplementary service accordingly.

The sender acknowledges that, based on the supplementary service, exchange pallets will be supplied by Magyar Posta to the sender subsequently as agreed in the quantity in accordance with the individual settlement taking account of the above provisions (natural tear and wear, classification, failure to hand over an exchange pallet by the addressee).

The dimensions of the EUR pallet are

- a) 80 x 120 cm base,
- b) height of blocks: 7.8 cm; total height together with joining elements: 14.4 cm.

Both long sides of the pallet must bear the clearly visible markings below:

- a) the European standard pallet mark, the letters EUR in an oval frame, on the corner block on the right side,
- b) mark of the approving agency (PK, DB, MÁV) on the corner block on the left side,
- c) six-digit code on the centre block which includes the mark of the certifying body and the date of production.

This supplementary service may only be used with the MPL Business parcel.

The pallet exchange and the two delivery attempts additional services simultaneously exclude each other with respect of the same consignment.

This supplementary service cannot be entered into at postal service outlets operated by Postal Partners.



#### 19. 15 Personalising address labels

### Fee in HUF of the supplementary service

The service is subject to 27% VAT.

The fee is laid down in a written contract.

#### Definition of the supplementary service

Magyar Posta undertakes the preparation of address labels for the MPL Business parcel and completing them with data provided by the user.

#### 19. 16 Call-off order

#### Definition of the supplementary service

In the course of a call-off order, a contracting partner undertakes to pay the fee for the MPL Business parcel service used by the sender specified by the contracting partner, to produce address labels for mail items and to convey them to the sender and Magyar Posta, and to send a transport order to Magyar Posta about the acceptance point of the mail items.

### Fee in HUF for the supplementary service

The service is subject to 27% VAT.

The fee is laid down in a written contract.

#### Other information related to the supplementary service

This supplementary service is available for posting MPL Business parcels at the postal service outlets listed in column "T" of the POST OFFICE LIST published on Magyar Posta's website or based on a written contract at the postal service outlets given in the contract. If the items need to be received from the premises, the contracting party must send the necessary information regarding the receipt to Magyar Posta. Even if the contracting party entrusts Magyar Posta with printing the address labels, the address labels must be affixed to the mail items by the customer posting the items.

The contracting party or another person or organisation may feature on the item as the sender or addressee. There is also an option for the postal parcel to be handed over at, or delivered or returned to an address other than the contracting party's premises/address.

#### 19. 17 Closed system loading

#### Fee in HUF of the supplementary service

### This service is included in certain basic services indicated on the product sheets for no extra charge.

#### Definition of the supplementary service

The loading of mail items into a lorry or van provided by Magyar Posta in a way that, upon receipt of the mail items, the representative of Magyar Posta has no possibility of checking the preparation for dispatch of the individual mail items (in particular their contents, packaging, sealing, addressing) as well as the quantity and weight of the mail items, and the placement and fixing of the mail items in or on the receptacle or unit load used for transport or the placement and fixing of the receptacle or unit load in the vehicle.

The sender must record the fact of requesting the use of closed system loading on the consignment note or other accompanying document.



Magyar Posta performs the acceptance of the mail items for postal dispatch subsequently at the postal service outlet in the absence of the sender. The sender acknowledges that

- a) Magyar Posta may refuse the acceptance of the mail items if in the course of preparing the mail items for dispatch the sender failed to comply with the conditions specified in these GTC and in APPENDIX 1 published on Magyar Posta's website;
- b) Magyar Posta is not liable for damages due to the destruction, partial or full loss or damage to the mail items occurring in the period between the receipt of the mail items and their acceptance for postal dispatch;
- c) any potential extra costs arising from official measures related to the use of the closed system loading supplementary service as well as any damage possibly caused to the vehicle provided by Magyar Posta will be borne by the sender.

Magyar Posta only provides the possibility of using the closed system loading supplementary service based on a written contract.

The supplementary service is only available with the MPL Business Parcel.

#### 19.18 Receipt by authorised recipient (for PO box rental)

#### Definition of the supplementary service

At designated postal service outlets, Magyar Posta undertakes to receive, and accept as an authorised recipient, registered mail items affected by the provisions of the rental contract of the post office box in question – including redirecting to a post office box – that can be placed in a post office box based on their size (maximum size 324x229x24 mm) – except recorded letter-mail items – during their delivery, acknowledge receipt accordingly on the delivery document and delivery confirmation, and then make the mail items available during the opening hours of the postal service outlet providing the post office box through placement in the post office box omitting personal handover. Unless this Product Sheet provides otherwise, the rules of the Civil Code are applicable to the use of this supplementary service.

#### Fee in HUF of the supplementary service

This service is included in certain basic services indicated on the product sheets for no extra charge.

#### Other information related to the supplementary service

Magyar Posta ensures the use of this supplementary service only at the postal service outlets indicated in column "V" of the POST OFFICE LIST published on Magyar Posta's website in accordance with the provisions of the separate PRODUCT SHEET for post office box holders (the basic service of this



supplementary service is the Post Office box rental).

In order to use this supplementary service, the post office box holder needs to authorise Magyar Posta as an organisation to receive and accept mail items using a separate form for this purpose and specifically acknowledging the conditions for the service. As regards giving an authorisation for receiving mail items (including especially, for authorisations granted by an organisation, verification of the organisation's representative and his or her entitlement to represent the organisation) and its validity (including options for fixed term and indefinite validity), the detailed provisions of point 6.5 of these GTC are applicable, noting the following:

- a) the scope of the authorisation, excluding the option of the post office box holder to restrict this, covers all mail items to be delivered through the post office box in question which are not subject to a payment obligation on delivery (including "Official documents for delivery to the addressee in person");
- b) the authorisation can be cancelled by a statement of the post office box holder even with immediate effect:
- c) the authorisation can be terminated at the initiative of Magyar Posta as the authorised organisation following, and in accordance with the conditions described in, a written notice given in advance.

In connection with granting an authorisation to Magyar Posta, the post office box holder expressly acknowledges that the representative of Magyar Posta's postal service outlet concerned, as the representative of the premises of the authorised organisation, will provide further authorisation(s) on behalf of Magyar Posta to the natural person(s) actually performing the receipt of the mail items without requesting a separate statement in this regard from the post office box holder.

The legal consequences related to the delivery of the mail items accepted by Magyar Posta as the authorised recipient are tied to the time and day when the authorised recipient accepted the mail items (which is the date when the given mail item arrives at the postal service outlet providing the post office box rental) irrespective of when anyone with access (a key) to the given post office box rented by the PO box holder collects it.

The post office box holder may obtain information

- a) about recorded letter-mail items directly delivered by Magyar Posta by placement in the post office box holder's PO box and, apart from these,
- b) about official documents received by Magyar Posta, as the authorised recipient, based on this supplementary service and registered mail items posted using the additional service

from an e-delivery list that is available based on a separate written contract related to the post office box rental. If the post office box holder notices a discrepancy between the registered mail items listed in sub-point b) featuring in the e-delivery list and the registered mail items actually collected by the post office box holder from the post office box, the post office box holder may advise Magyar Posta of this by providing the identification number within 15 days of Magyar Posta making the relevant e-delivery list available to the PO box holder. Based on the report, Magyar Posta will conduct an investigation and advise the post office box holder of its outcome.

The extent of liability for compensation in the event of the non-performance or non-contractual performance of this supplementary service is established by paragraph 3/A of point 9.1.5 of these GTC, which, however, does not apply to registered mail items described in sub-point a) – directly delivered by placement in the post office box holder's PO box – featuring in the e-delivery list.

In the event that Magyar Posta is temporarily unable to perform the supplementary service (e.g. the natural person(s) actually performing the receipt of mail items based on authorisation(s) is/are hindered in performance), Magyar Posta will ensure the delivery of the registered mail items concerned on the basis of the provisions of the PO box rental contract in question, by omitting receipt by the authorised recipient.



#### 19.19. Handling postal parcels in quantities other than forecast

#### Fee in HUF of the supplementary service

## The service is subject to 27% VAT. net gross

# Handling quantity other than forecast 70 89 (HUF/piece)

#### Definition of the supplementary service

In the period from 24 October to 31 December, postal service contracts are concluded and performed by Magyar Posta subject to charging the fee for this supplementary service if the sender with a separate written contract is obliged to supply preliminary data on the quantity of the postal parcels planned for dispatch in accordance with these GTCs, and the sender

- a) fails to comply with this obligation to supply data; or
- b) the number of the postal parcels actually handed over for posting in the week in question differs from the weekly total number of items indicated in the supplied data for the forecast daily quantities planned for dispatch to the extent that the difference falls outside the band of  $\pm 7.5\%$  of the planned quantity.

The fee for supplementary service must be paid in respect of

- a) all the MPL Business Parcels dispatched during the given week in the event of failure to supply data.
- b) the actually dispatched or not dispatched postal parcels that fall outside the band of  $\pm$  7.5% of the forecast quantity.

The sender takes note that the quantity of the postal parcels indicated for each day in the data supplied for the week as the forecast planned for dispatch and the quantity actually handed over to Magyar Posta for dispatch on each day of the given week is continuously monitored by Magyar Posta in a way that the quantity band and the extent of the deviation from it are checked based on the sum total of the weekly volume of the postal parcels actually dispatched between 6 a.m. on the Saturday immediately following the supply of forecast data and 6 a.m. on the Saturday of the given week for which the data was supplied.



### POSTAL SERVICES GTC APPENDIX 1

ARTICLES EXCLUDED FROM TRANSPORTATION BY POST AND ARTICLES TRANSPORTABLE ON CERTAIN CONDITIONS AND THE CONDITIONS FOR POSTING THEM



### I. ARTICLES AND SUBSTANCES EXCLUDED FROM TRANSPORTATION BY POST

1. It is forbidden to post articles that due to their nature or packaging may be dangerous to postal workers, or may soil or damage other parcels or postal equipment or the property of third parties.

Items which do not satisfy the requirements prescribed in the General Terms and Conditions published on Magyar Posta's website are not accepted for transportation.

- 1/A. It is forbidden to post minerals and substances originating from conflict-affected and high-risk areas¹ whose procurement or forwarding may contribute to infringing human rights, to corruption, to financing armed and terrorist groups, or to similar negative effects.
- 1/B. Irrespective of value, it is forbidden to post the articles listed in sub-point a) of point 2.1 of Chapter II/B to persons and organisations subject to financial or material restrictions.
- 1/C. It is forbidden to post products and substances appearing on a list of sanctions defined by law or being subject to an embargo or similar measure to foreign countries provided for in such legislation.
- 2. Magyar Posta is entitled to refuse to accept a mail item or withdraw it from transport (not to perform the postal service) if at its own discretion or for security reasons or in view of prevailing legislation it decides not to undertake the transportation of the mail item.
- 3. Dangerous goods defined in Government Decree 387 of 30 June 2021 on the announcement of and certain issues of the application in Hungary of Annexes A and B to the Agreement concerning the International Transportation of Dangerous Goods by Road (hereinafter referred to as ADR) which do not enjoy exemption under ADR as articles that may be carried on special conditions or are listed in special regulations may not be dispatched for transportation.

		listed under ADR classes	
mo	1	Class 1	explosive substances and articles
i fr	bost	Class 2	gas cylinders, small containers filled with gas
excluded from	transportation by ]		(gas cartridges) and toxic gases
clu [22]		Class 6.2	infectious substances except for "B" category
	ושנו		biological substances (UN3373)
tely	por	Class 7	radioactive materials
ple	trans	Class 9	dangerous wastes
Completely		O	nachines driven by internal combustion systems or fuel cells that eous fuel even if they can be regarded as free from gaseous fuel

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 $<sup>^1</sup>$  Commission Recommendation (EU) 2018/1149 of 10 August 2018 on non-binding guidelines for the identification of conflict-affected and high-risk areas and other supply chain risks under Regulation (EU) 2017/821 of the European Parliament and of the Council.



- 4. Information on dangerous substances and articles is given in the document DANGEROUS GOODS EXCLUDED FROM TRANSPORTATION BY POST AND TRANSPORTABLE ON CERTAIN CONDITIONS published on Magyar Posta's website.
- 5. Magyar Posta does not undertake to enter into a postal service contract for items with the contents listed in the table below:

firearms, their parts, ammunition, weapons operated by compressed air, carbon dioxide or other gas as well as electric weapons using rubber ammunition or paintballs and antique weapons, e.g. pellet guns, air guns, ball bearing and alarm guns, airsoft guns, spear guns and pistols, battery-operated guns, and their parts and accessories

components and accessories and ammunition, magazines, cartridges and projectiles, e.g. drill rounds; blank, live, gas or Flobert cartridges, other cartridges for weapons and cartridge cases, silencers, mechanical detonators

inert weapons and ammunition, and their components or accessories

war materials, military equipment<sup>2</sup> and parts specifically for defence purposes, and chemical or biological warfare agents

goods which could be used for capital punishment, torture or other cruel, inhuman or degrading treatment or punishment<sup>3</sup>

medicines<sup>4</sup> and body mass and performance enhancing substances

e.g. testosterone, anabolic steroids that are not authorised for marketing in Hungary

medicines for human use or veterinary medicinal products (including vaccines) that are authorised for marketing, in the performance of a distance contract (e.g. a home delivery order) to a natural person addressee

counterfeit products or unlawfully copied products that are protected by copyright, e.g. medicines<sup>1</sup>, fashion goods, electronic goods

devices and technical appliances that have been recalled or withdrawn by the manufacturer from commerce due to fire or accident risk, or devices and technical appliances that may interfere with equipment and computer systems supporting postal operations and/or their accessories, e.g. batteries, magnets

battery packs (UN2794, UN2795) intended to be posted to international destinations pungent, asphyxiating, malodorous substances and liquids, e.g. liquid organic fertilisers

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<sup>&</sup>lt;sup>2</sup> as specified in Annex 1 to Government Decree 156/2017 of 16 June 2017 on the detailed rules of licensing activities related to military equipment and the certification of companies.

<sup>&</sup>lt;sup>3</sup> goods listed in Annex II to Regulation (EU) 2019/125 of the European Parliament and of the Council of 16 January 2019 concerning trade in certain goods which could be used for capital punishment, torture or other cruel, inhuman or degrading treatment or punishment.

<sup>&</sup>lt;sup>4</sup> medicine (as defined in Act XCV of 2005) means any substance or mixture of substances presented as a product for the prevention or treatment of human diseases, or substances or mixtures of substances which may be administered to or in the human body for the purpose of restoring, improving or altering a physiological function of the human body or to establish a medical diagnosis by inducing pharmacological, immunological or metabolic effects

<sup>&</sup>lt;sup>1</sup> medicine (as defined in Act XCV of 2005) means any substance or mixture of substances presented as a product for the prevention or treatment of human diseases, or substances or mixtures of substances which may be administered to or in the human body for the purpose of restoring, improving or altering a physiological function of the human body or to establish a medical diagnosis by inducing pharmacological, immunological or metabolic effects



narcotics, psychotropic or psychoactive substances and groups of compounds, or other illicit narcotics or medicines<sup>5</sup> that are prohibited in the destination country or do not hold marketing authorisation as well as plants used for producing narcotics (e.g. cannabis plant, industrial opium poppy) and their derivatives (e.g. oil, resin, tincture), plant-based or synthetic cannabinoid compounds (e.g. tetrahydrocannabinol or cannabidiol) and products containing these, except for mail items intended to be posted in domestic or international mail for medical or scientific purposes provided that the foreign postal service provider accepts mail items intended to be posted to international destinations with such contents

substances that deplete the ozone layer or goods containing such substances<sup>6</sup>

protected animals and plants, their parts and goods made from these<sup>7</sup>

contents that infringe public morality or that are unsolicited and are sent with the intention of defrauding the addressee, i.e. a scam, or that are related to other fraudulent, unlawful intent

no word or phrase either in Hungarian or in a foreign language which is aggressive, intimidating, racist, vulgar, immoral or obscene, or incites hatred against any national, ethnic, racial, religious or other group, or transgresses personal or community rights or public decency, and no picture or drawing of such nature may appear on the cover, address label or accompanying document of a mail item or on the mail item itself

imitations of postage stamps, imprints representing value and cash, e.g. pre-paid envelopes, counterfeit or falsified banknotes

tobacco products that may only be sold in tobacco shops and thus in particular ecigarettes and their accessories if the sender (either a natural person or an organisation) intends to pack these as the contents of a mail item connected to or in relation to its business activity as well as e-cigarette fluids.

waste subject to a waste management concession pursuant to Act CLXXXV of 2012 on waste

6. In the absence of a written contract with Magyar Posta described in Chapter III, the following may not be posted:

replica firearms or ammunition capable of being mistaken for real firearms or ammunition, and their components and accessories, drawn bows, crossbows, arrows, harpoon guns and spear guns, slingshots and catapults, distress guns, starter pistols, stunning devices, devices

<sup>&</sup>lt;sup>5</sup> which are specified as such by the UN's International Narcotics Control Board (INCB) and/or in the lists featuring in Government Decree 66/2012 (IV. 2.).

<sup>&</sup>lt;sup>6</sup> which are substances or goods containing substances specified in Regulation (EU) No 517/2014 of the European Parliament and of the Council on fluorinated greenhouse gases and Regulation (EC) No 1005/2009 of the European Parliament and of the Council on substances that deplete the ozone layer.

<sup>&</sup>lt;sup>7</sup> which are goods containing components specified in Regulation (EC) No 1523/2007 of the European Parliament and of the Council banning the placing on the market and the import to, or export from, the Community of cat and dog fur, and products containing such fur, as well as protected animals and plants, their parts and goods made from these subject to the scope of Act XXXII of 2003 on publishing the Convention on International Trade in Endangered Species of Wild Fauna and Flora signed at Washington on 3 March 1973, and of Decree 13/2001 of 9 May 2001 of the Minister of Environment and Water on protected and specially protected animal and plant species, on the range of specially protected caves and on publishing animal and plant species significant in the European Community from the point of view of nature conservation.



for shocking, stun guns, stun batons, incapacitating chemicals, gases and sprays, animal stunners or killers.

- 7. Articles excluded from air transport
- 7.1. Apart from the range of articles excluded from transportation detailed in the previous points, Magyar Posta will not forward by air the articles listed below which are dangerous to international air transport.
- 7.2. Articles and substances that are prohibited from transport by air in the document "Technical Instructions for the Safe Transport of Dangerous Goods by Air" (Doc. 9284) containing the detailed rules of Annex 18 of the Chicago Convention on International Civil Aviation (ICAO) may not be sent by air mail. As regards security checks, mail items are subject to the same regulations as the hold baggage of passengers and are therefore governed by the provisions of Attachment 5-B and 6 of Commission Implementing Regulation (EU) 2015/1998 laying down detailed measures for the implementation of the common basic standards on aviation security.

explosives and incendiary devices, assembled explosive and incendiary devices not transported in accordance with the applicable security regulations, flammable substances, and explosives, flammable substances and incendiary devices capable of being used either to cause serious injury or to threaten the safety of aircraft

ammunition, blasting caps, detonators and fuses, mines, grenades and other explosive military stores, dynamite, gunpowder and plastic explosives

fireworks, sparklers and other pyrotechnics, smoke-generating canisters and smoke-generating cartridges

devices suitable for making fire, e.g. matches ignitable by friction, lighters and lighter refill fluid

flammable cosmetic and hygiene products (e.g. nail polish, hair dye, aftershave, perfume, alcohol-based disinfectant)

pressurised products (e.g. aerosols, sprays)

lithium cells and batteries sent by themselves or packed next to equipment, and devices containing damaged or faulty batteries

devices and technical appliances and/or their accessories (e.g. batteries) that have been recalled by the manufacturer or withdrawn from commerce due to a manufacturer's fault causing a fire risk

electronic cigarettes, electronic pipes, and battery-operated products working on a similar principle (vaporisers) and their refill liquids

7.3. Substances, devices and equipment capable of being used either to cause serious injury or to threaten the safety of aircraft which are not listed under the prohibited items in point 5) or the restricted items in point 2.1 of chapter III may only be posted or forwarded by post in special, original packaging and with additional postal packaging (e.g. cutting tools and sharp objects only with a sheath covering the cutting edge in double packaging).



- 7.4. For inbound mail items to Hungary and mail items sent by international mail, if the conditions necessary for transporting are wanting, Magyar Posta will not deliver the items to the addressee or other authorised recipient, but will withdraw the item from postal transport and advise the sender/addressee of this fact. Any costs arising from this will be borne by the sender/addressee. Magyar Posta will bear no liability for failure to perform the postal service contract.
- 7.5. In addition to the foregoing, effective legislation may impose temporary or further restrictions which airlines or the countries concerned may render more stringent.
- 8. With regard to mail items intended to be sent by international mail, in addition to the contents of this chapter, information on articles and materials excluded from transportation by post or articles transportable on certain conditions for each country is given on the web page describing the RANGE OF ARTICLES EXCLUDED FROM INTERNATIONAL POSTAL TRAFFIC OR ARTICLES TRANSPORTABLE ON CERTAIN CONDITIONS published by the Universal Postal Union (UPU) and maintained by the foreign postal operators as well as by Magyar Posta's CUSTOMER SERVICE.
- 8.1. Furthermore, with regard to mail items intended to be sent by international mail if mail is transported by air –, attention must be paid to the special rules relating to the transportation of dangerous goods by air, which must be applied in addition to those for road transport. It must also be noted that airlines may have stricter regulations than those prescribed by the general and special regulations, thus it is advisable to seek advice in every case prior to the transport of dangerous goods. Prior to posting mail items, further information regarding special provisions for specific countries can be obtained from each country's embassy or trade mission in Hungary.
- 8.2. With regard to mail items intended to be sent by international mail if the mail forwarding route includes transport by sea and Magyar Posta informs the sender of this –, it is the sender's responsibility to ensure that the contents of the mail item comply with the regulations of the International Maritime Dangerous Goods Code.

### II. ARTICLES TRANSPORTABLE ON CERTAIN CONDITIONS AND THE EXPECTED PACKAGING TO ENSURE CARRIABILITY

#### II/A. ADR REGULATIONS

- a) Magyar Posta's detailed recommendation with regard to packaging that is appropriate for the nature of the contents of postal parcels is given in the document PACKAGING GUIDE published on Magyar Posta's website and users may enquire in person at postal service outlets, or by phone or e-mail from Magyar Posta's CUSTOMER SERVICE.
- b) With regard to services related to mail items containing dangerous goods in the quantity given under points 1 to 3 below, in order to comply with ADR regulations and dependent on its available transport capacities, Magyar Posta reserves the right to restrict the use of certain postal products or services and additional and supplementary services.



c) On the packaging or address label of mail items intended to be sent to a foreign country which contain goods that may be transported on certain conditions described in this chapter, the inscriptions detailed below must also be given in English.

#### 1. The transportation of dangerous goods packed in limited quantities (ADR Chapter 3.4)

- 1.1. Dangerous goods defined in ADR which are exempted when posted observing the provisions of ADR for the transportation of dangerous goods in limited quantities.
- 1.1/A. When using the MPL Europe Standard parcel service, no mail item may be posted for transport which are shrink-wrapped or are on stretch-wrapped trays for packaging as described in ADR 3.4.3.
- 1.2. When applying an exemption, the sender of the mail item must make a declaration that the exemption is applicable to the substance to be carried, and the packing and marking of the package comply with the relevant provisions of ADR. Due to the observation of potential requirements for markings on the vehicle used for transportation, the sender must state in advance the total gross weight of the dangerous goods intended for transportation in a limited quantity.

#### 1.3. Aerosols

- 1.3.1. Pressurised products containing aerosol may be posted using road transport only provided the provisions and limited quantity of ADR Chapter 3.4 are observed and they are packed in compliance with the conditions below:
  - a) Inner packaging of adequate quality and sufficient quantity to prevent the internal movement of the contents of the item must be used for the item, which then must be placed in a cardboard box of sufficient strength.
  - b) The pressurised product containing aerosol must be protected in a way that prevents accidental operation.
  - c) The outer packaging must be marked "UN 1950 AEROSOL" and bear the marking below:



#### 2. The transportation of dangerous goods packed in excepted quantities (ADR Chapter 3.5)

- 2.1. Dangerous goods defined in ADR which are exempted when posted observing the provisions of ADR for the transportation of dangerous goods in excepted quantities.
- 2.2. The packaging of dangerous goods to be carried in excepted quantities must comply with the following:
  - a) inner packaging must be used in all cases. Inner packaging may be constructed of plastic (with a minimum thickness of 0.2 mm for liquids), of glass, porcelain, stoneware, earthenware or metal. The closure of each inner packaging must be held in place in a locked position by wire, adhesive tape or other effective means; any



- receptacle with a neck with moulded screw threads must have a leak-proof threaded cap. The closure must be resistant to the contents.
- b) all inner packaging must be securely packed in an intermediate packaging with cushioning material in such a way that the packaging cannot break, be punctured and/or leak its contents under normal conditions of transportation. The intermediate packaging must completely retain the contents in case of breakage or leakage, regardless of the orientation of the package. For liquids the intermediate packaging must contain sufficient absorbent material to absorb the entire contents of the inner packaging. In such cases the absorbent material may be the cushioning material. Dangerous goods must not react dangerously with the cushioning absorbent material and the packaging material and/or reduce the integrity or protective qualities of the materials.
- c) the intermediate packaging must be securely packed in strong, rigid outer packaging (e.g. wooden, fibreboard or other equally strong material).
- d) each complete package prepared for transport must comply with the provisions in ADR for withstanding tests for packages without the breakage or leakage of any inner packaging and/or without significant reduction in effectiveness.
- e) each package must be of a size that allows sufficient space to apply all necessary markings.
- f) overpacks may be used and may also contain packages of dangerous goods and/or goods not subject to the provisions of ADR.
- 2.3. When using the MPL Europe Standard parcel service, dangerous goods packed in excepted quantities may not be posted.

### 3. The transportation of dangerous goods with exemptions related to quantities carried per transport unit (ADR point 1.1.3.6)

- 3.1. When applying an exemption, the sender of the mail item must make a declaration that the exemption is applicable to the substance to be carried, and the packing and marking of the package comply with the relevant provisions of ADR. The sender must ensure that dangerous goods are accompanied by a transport document containing data in accordance with ADR point 5.4.1.1.1 per item (address label), which must be placed on the item (e.g. in a plastic pouch) next to the address label. On the transport document the total points calculated based on the classification of the dangerous goods must also be marked. Senders should be aware that Magyar Posta only undertakes the transport of such items if the total points of the mail items transported in a single transport unit is at most 1,000.
- 3.2. Packages for transportation by post containing the following dangerous goods may only be posted with additional packaging or completely covered (e.g. by sheeting or fibreboard) pursuant to ADR point 7.5.4:
  - a) packages bearing a class 6.1 (toxic substances) label;
  - b) packages bearing a class 6.2 (infectious substances) label;
  - c) packages bearing a class 9 label which contain substances UN nos. UN 2212, UN 2315, UN 2590, UN 3151, UN 3152 or UN 3245;
  - d) and the unclean empty packaging in accordance with the above.



- 3.3. The special label provided by Magyar Posta, on which the value of the item according to ADR point 1.1.3.6 must be given, must be affixed to the packaging or cover of the mail items.
- 3.4. When sending several packages to the same address, the packages must be placed on or in a receptacle or unit load (unit box, box, sack, pallet or container) which can be handled by manual or mechanical material handling equipment, and must be film-wrapped or strapped to prevent movement.
- 3.5. When applying an exemption, a time guarantee may not be requested when dispatching the item. Magyar Posta does not handle such items in accordance with the contractual conditions for posting under the time guaranteed additional service.

#### 4. Obligatory content of the address label of items

- 4.1. The "Information" section of the address label necessary to post items and the section on the accompanying document for markings indicating special handling must include the following:
  - a) in the case of exemptions concerning the transportation of dangerous goods in limited quantities "The trade description of the goods";
  - b) in the case of exemptions concerning the transportation of dangerous goods in excepted quantities "The trade description of the goods" and "Dangerous goods in excepted quantities";
  - c) in the case of the transportation of dangerous goods applying the exemptions related to quantities carried per transport unit the term "ADR particulars on attached transport document".

### 5. The transportation of dangerous goods in accordance with the special provisions of ADR (ADR Chapter 3.3) and exceptions applying to classes of goods

Column 6 of Table A of ADR Chapter 3.2 contains the special provisions applying to certain dangerous substances or articles. According to these special provisions, there are substances and articles which are exempted from the provisions of ADR during transportation provided certain conditions are complied with.

Class-specific provisions (ADR Chapter 2.2) list the exceptions when the provisions of ADR during transportation do not have to be applied provided certain conditions are complied with.

When applying these exemptions, the sender of the mail item must make a declaration that the exemption is applicable to the substance to be carried, and the packing and marking of the package comply with the special or excepted provisions of ADR.

- 5.1. Slightly toxic substances, medicines<sup>8</sup>
- 5.1.1. Slightly toxic substances which are classified in packing group III under ADR provisions may be carried as mail items by exemption based on the relevant ADR provisions

<sup>&</sup>lt;sup>8</sup> medicine (as defined in Act XCV of 2005) means any substance or mixture of substances presented as a product for the prevention or treatment of human diseases, or substances or mixtures of substances which may be administered to or in the human body for the purpose of restoring, improving or altering a physiological function of the human body or to establish a medical diagnosis by inducing pharmacological, immunological or metabolic effects.



(see points 1, 2, 3). The packaging of these substances must comply with the provisions of ADR, but the minimum requirements are as stated below:

- a) slightly toxic substances which may be accepted for postal transportation are solid and liquid substances which do not produce gas or smoke on contact with the air or moisture, and do not react with their environment below 100 °C;
- b) such toxic substances must be packed in a receptacle or container which ensures that the substance will not spill, disperse or evaporate during transportation;
- c) if the toxic substance is a liquid, filling material able to absorb the toxic substance must be placed between the inner and outer packaging;
- d) items with contents of this nature must be dispatched using the "Fragile" additional service/handling in addition to bearing the markings prescribed by ADR.
- 5.1.2. Items containing medicines<sup>5</sup> (including vaccines) for human or veterinary use authorised for marketing - with the exception of providing these for use by the public (e.g. home delivery orders) - may only be dispatched in packaging which ensures that the contents remain sound in the temperatures experienced, in particular extreme weather conditions (-25°C to +65°C), in equipment used in carrying out the postal service and exposed to such conditions, for instance a Parcel Terminal, or during air transport for the whole duration of postal handling. Ensuring that the packaging of the mail item complies with this is the responsibility of the sender. Items may only contain preparations in the producer's or pharmacy's original unopened packaging for individual use and not in a commercial quantity. Liquid or oil-based ointments must be packed with filling material that is able to absorb the substance and which is placed between the inner and outer packaging. Mail items containing vaccine may only be posted with the "Fragile" additional service/handling, and the outer packaging of the item must bear the inscription "Romlandó/Perishable". Dependent on the durability of the contents, such items may only be posted to a domestic address and with a time-guaranteed additional service. If dry ice is used to cool medicine (vaccine), the conditions for packaging described in point 3.3 of Chapter II/B must also be observed.
- 5.1.3. Medicines<sup>5</sup> authorised for marketing in Hungary may be dispatched in a mail item with packaging conforming with the packaging conditions described in point 5.1.2 but, if posted as a postal parcel, the payment for goods additional service may not be used.
- 5.2. Human or animal body secretions and test specimens
- 5.2.1. Test specimens are biological substances in Category B assigned to UN No. 3373 pursuant to ADR 2.2.62.1.4.2. Provided these substances are packed in accordance with the ADR P650 packaging instruction, other ADR provisions need not be applied.

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<sup>&</sup>lt;sup>5</sup> medicine (as defined in Act XCV of 2005) means any substance or mixture of substances presented as a product for the prevention or treatment of human diseases, or substances or mixtures of substances which may be administered to or in the human body for the purpose of restoring, improving or altering a physiological function of the human body or to establish a medical diagnosis by inducing pharmacological, immunological or metabolic effects



The text ""B" kategóriájú biológiai anyag" (Biological substance, Category B) in letters with at least a 6 mm font size and the marking below in a size of at least 50 mm x 50 mm must appear on the packaging in all cases positioned on the front of the item outside the address.



- 5.2.2. Human or animal body secretions and substances (e.g. liquid, tissue or faeces) requiring preservation by cooling may only be posted to a domestic address and for the purposes of testing, addressed to health institutions, laboratories, public health organisations and to doctors in special packaging for this purpose, which is described below:
  - a) human or animal body secretions and test specimens may be posted as a priority letter-mail item or postal parcel sent with the time-guaranteed additional service only based on a written contract with Magyar Posta and only at a postal service outlet classified as an acceptance point.
  - b) -9
  - c) human or animal specimens for which there is a minimal likelihood that pathogens are present may be carried as mail items provided they are transported in packaging which prevents any leakage and is marked "Emberi minta, az ADR egyéb előírásainak betartása nélkül szállítható" (Exempt human specimen), or "Állati minta, az ADR egyéb előírásainak betartása nélkül szállítható" (Exempt animal specimen).
- 5.2.3. In order to ensure the safe transportation of such substances, the multi-component packaging described below must be used:
  - a) inner receptacle: a water- and leak-proof primary receptacle containing the specimen with a label affixed which must be surrounded by a sufficient quantity of absorbent material to absorb all the liquid in the event of breakage;
  - b) secondary receptacle: a second durable, water- and leak-proof receptacle which encloses and protects the inner receptacle(s). More than one inner (primary) receptacle may be placed in a secondary receptacle in which another layer of absorbent material must ensure the cushioning of the inner receptacles;
  - c) outer packaging of adequate strength for its volume, weight and intended use and with at least one side having the dimensions of  $100 \text{ mm} \times 100 \text{ mm}$ .

Either the secondary receptacle or the outer packaging must have a rigid wall (e.g. a plastic receptacle for liquid content; a cardboard box for solid content).

5.2.4. Other conditions of posting mail items containing category "B" biological substances that do not require preservation by cooling intended to be posted in international mail by air to be applied together with the conditions described in Point 5.2.3.

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<sup>9</sup> Repealed on 13 July 2015.



- 5.2.4.1. Liquid category "B" biological substances may only be placed in a mail item if the following packaging conditions are met simultaneously:
  - a) a maximum quantity of 1 litre of liquid may be placed in the inner receptacle,
  - b) if more than one inner receptacle is placed in a secondary receptacle, the quantity of the liquid may not exceed 4 litres per item,
  - c) if more than one fragile inner receptacle is placed in a secondary receptacle, each inner receptacle must be wrapped separately or the inner receptacles must be separated from each other to ensure that contact between them is impossible,
  - d) the inner or secondary container must be able to resist 0.95 bar internal pressure without leakage.
- 5.2.4.2. Solid category "B" biological substances may only be posted in a mail item if the following packaging conditions are met simultaneously:
  - a) the inner and secondary receptacle(s) must be sealed separately in order to prevent spillage,
  - b) if more than one fragile inner receptacle is placed in a secondary receptacle, each inner receptacle must be wrapped separately or the inner receptacles must be separated from each other to ensure that contact between them is impossible,
  - c) the outer packaging may not contain more than 4 kg of solid substances,
  - d) if there is a possibility of liquid forming in the inner receptacle during transport, a secondary receptacle described in Point 5.2.4.1. which also contains absorbent material or appropriate outer packaging must be used.
- 5.2.4.3. No other dangerous goods may be packed together with category "B" biological substances except for dangerous goods in Classes 3, 8 and 9 that are required to maintain or stabilise the state of the substance, to prevent its deterioration or to neutralise any danger arising from the substance. The quantity of such goods may not exceed 30 ml in the primary receptacle.
- 5.2.4.4. Multiple mail items prepared for posting observing the conditions specified for category "B" biological substances not requiring preservation by cooling in accordance with the above may only be placed in a joint cover in the following case and manner: each mail item must contain the name, address and telephone number of the sender and addressee, and it must be ensured that the labels and inscriptions can be clearly seen despite the joint cover, or these are repeated on the joint cover, and the phrase "Overpack" is marked.
- 5.2.4.5. If category "B" biological substances with a minimal likelihood of the presence of pathogens (exempt specimens) are placed in a mail item, apart from fulfilling the posting conditions described in Point 5.2., the inscription "Exempt human/animal specimen" must be marked on the outer cover.
- 5.2.4/A Category "B" biological substances requiring preservation by cooling may not be posted to international destinations.
- 5.2.5. In international mail category "B" biological substances and exempt specimens may only be sent as a mail item to countries which, according to the information available on the website of the Universal Postal Union (UPU), have declared their willingness to admit such items whether reciprocally or only in one direction under the Universal Postal Convention



and the Final Protocol and the sections of the Letter Post Manual and the Parcel Post Manual relevant to this. When using the MPL Europe Standard parcel service, category "B" biological substances may not be posted.

#### 5.3. Batteries

- 5.3.1. Batteries (which may contain liquid or gel) may be carried as a mail item upon the following conditions (ADR Chapter 3.3 Special Provision 598):
  - a) their cases are undamaged;
  - b) they are secured in such a way that they cannot leak, slip, fall or be damaged;
  - c) they are provided with carrying devices, unless they are suitably stacked, e.g. on a pallet;
  - d) there are no dangerous traces of alkalis or acids on the outside;
  - e) they are protected against short circuits.

#### 5.3.2. Packaging regulations:

- a) single batteries may be transported as a mail item when packaged in transparent shrink wrap or a cardboard box and observing the regulations described in subpoints a), d) and e) of point 5.3.1;
- b) single batteries must be packed in a cardboard box in such a way that the box is cushioned above, below and on the sides of the battery, ensuring that the content of the box cannot move. The packaging must be clearly marked "AKKUMULÁTOR" (BATTERY);
- c) several batteries must be placed on or in a receptacle or unit load (unit box, box, sack, pallet or container) which can be handled by manual or mechanical material handling equipment, and must be film-wrapped and strapped to prevent movement;
- d) batteries without packaging may not be sent as a mail item.
- 5.4. Lithium cells or batteries (not installed in equipment)
- 5.4.1 Lithium (lithium ion or lithium metal) cells or batteries may only be transported by themselves as a mail item to be carried by road. In this case the batteries must be in an uncharged state.
- 5.5. Lithium cells or batteries and objects containing these
- 5.5.1. Lithium batteries and cells by themselves and lithium batteries and cells installed in equipment may be carried as mail items observing the contents of point 5.4 provided they meet Special Provision 188 of ADR Chapter 3.3) and thus in particular the following conditions:
  - a) the device must be switched off and in an inactive state;
  - b) the batteries installed in equipment may not be charged to more than 30%;
  - c) for a lithium metal or lithium alloy cell the lithium content is at most 1 g and for a lithium ion cell the Watt-hour rating is at most 20 Wh;
  - d) for a lithium metal or lithium alloy battery the aggregate lithium content is at most 2 g and for a lithium ion battery the Watt-hour rating is at most 100 Wh. The Watt-hour rating must be marked on the outer casing of lithium ion batteries conforming with this requirement and made after 1 January 2009;



- e) each cell and/or battery is of a type which verifiably conforms with all the test requirements of the "Manual of Tests and Criteria", Part III, Section 38.3 published by the UN;
- f) cells and/or batteries in equipment must be protected so as to prevent damage and short circuits, and the equipment must be equipped with an effective means of preventing accidental activation. For batteries in equipment, the equipment must be packed in strong outer packaging made of suitable material of adequate strength and design for the volume of the packaging and its intended use unless the battery is afforded sufficient protection by the equipment itself;
- g) the cells and batteries except when installed in equipment must also be packed in inner packaging that completely encloses them and outer packaging that is sufficiently strong for the nature of the contents. The cells and/or batteries must be protected against short-circuit;
- h) each mail item must bear the "lithium battery" mark described in ADR paragraph 5.2.1.9;



- i) the requirement under subpoint h) does not apply to:
  - ia) mail items which only contain button cell batteries installed in equipment (including circuit boards); and
  - ib) mail items which contain no more than four cells or two batteries in a device where there are not more than two such pieces in one mail item.

"Lithium content" as used above and anywhere in ADR means the mass of lithium in the anode of the lithium metal or lithium alloy cell.

5.5.2. **-**<sup>10</sup>

- 5.5.3. Except when batteries are installed in or packed with equipment, the gross maximum weight of a package may be 30 kg. The net weight of a battery may not exceed 2.5 kg.
- 5.5.4. For information on articles containing lithium batteries and cells see the document DANGEROUS GOODS EXCLUDED FROM TRANSPORTATION BY POST AND TRANSPORTABLE ON CERTAIN CONDITIONS published on Magyar Posta's website.
- 5.6 Internal combustion systems that operate on liquid fuel
- 5.6.1. Engines and machines driven by internal combustion systems or fuel cells that operate on liquid fuel (e.g. internal combustion engines, generators, compressors, turbines, heaters)

<sup>&</sup>lt;sup>10</sup> Repealed on 1 September 2019.



may only be transported by post if they are free from liquid fuel and do not contain any other dangerous substance. An engine or machine may be regarded as free of liquid fuel if the fuel tank and the fuel supply system have been drained and the engine or machine is unable to operate in the absence of fuel.

#### II/B. PACKAGING REQUIREMENTS FOR ITEMS TO BE CARRIED IN SPECIAL PACKAGING

#### 1. Packaging for electrical equipment

1.1. Articles must be placed in the mail item together with the energy or power sources required for their operation (e.g. battery) in a manner which prevents them from being activated accidentally. All devices operated by batteries must be inactive during transport. When transporting batteries, all ends must be protected to prevent short circuits and covered by insulation materials (e.g. by using insulating tape or by placing each battery into a separate plastic bag). Metal objects and parts must always be separated from the batteries to prevent the occurrence of short circuits by using inner boxes. If this power source is a lithium cell or battery, further information about the special conditions for transportation is given in Point 5.5. of Chapter II/A.

#### 2. Insured items

- 2.1. With the exception of point 2.2. below, the following may only be posted with the insured additional service as a postal parcel sealed appropriately for the value marked on the address label:
  - a) irrespective of the value of the contents cash (coins or banknotes), non-cash means of payment (e.g. shopping vouchers, meal vouchers, holiday vouchers, or other commercial vouchers, cheques, active bankcards), securities, nominative savings deposit books and active commercial cards, precious metals, precious stones, jewellery, coins which are not legal tender, and
  - b) any valuable object (including equipment and devices that aid countering the problems arising from the impaired sight of blind or partially sighted persons) with a value exceeding fifteen times the fee payable for posting the valuable object as a letter-mail item with the registered additional service (e.g. mobile telephones, IT devices, watches, sunglasses exceeding the value in this point).
- 2.2. To countries to which postal parcels may not be posted with the insured additional service, the contents described in point 2.1. may only be posted as a registered letter-mail item if their value does not exceed 30 DTS. Information on the current DTS/HUF exchange rate is given in the document **OTHER TARIFFS RELATED TO POSTAL SERVICES** published on Magyar Posta's website.

#### 3. Perishable and non-infectious biological substances

3.1. Biological substances (e.g. foodstuffs) which do not contain live pathogens (bacteria, viruses) must be packed in a waterproof inner receptacle and a protective outer receptacle. Absorbent material must be placed in the inner receptacle or between the inner and outer receptacles. The absorbent material must be of a quantity which ensures that it will absorb all the liquid content in the event of breakage. Furthermore, the contents of both the outer container and the inner receptacle must be packed in a manner that ensures they cannot



move. The inscription "Romlandó/Perishable" must be written on the mail item's outer packaging. Dependent on the durability of the contents, such mail items may only be posted to a domestic address and with a time-guaranteed additional service.

- 3.2. Special care must be taken through refrigeration drying and ice packaging to ensure the preservation of substances sensitive to temperature (e.g. raw and frozen meat) in a manner that, if the frozen content or ice packaging melts, ensures that the outer packaging does not soak through and prevents damage to other mail items, postal equipment or any other articles.
- 3.3. When ice, dry ice (solid carbon dioxide) or liquid nitrogen is used to cool the contents, this must be positioned between the inner and outer packaging or outside the outer packaging but within the protective overpack holding together the entire mail item (by using interior supports) so that the inner and/or outer packaging remains in its original position if the ice melts or the dry ice evaporates. When ice is used, the outer packaging or protective overpack must be leakproof. When dry ice is used, the outer packaging or protective overpack must maintain its integrity in the event of increase in pressure due to the evaporation of the carbon dioxide.
- 3.4. When dry ice is used, the following information must be marked on the mail item's outer packaging in a clear and legible way in the following order:
  - a) UN 1845;
  - b) "Solid carbon dioxide dry ice";
  - c) the number of the packages;
  - d) the net weight of the dry ice in the package.

Several mail items containing dry ice may only be placed in a joint outer cover in the following case and manner: the net weight of the dry ice must be given on the outer covering of each of the mail items, and the total net quantity of the dry ice must be marked on the joint outer covering separately as well.

#### 4. Fragile articles

4.1. All contents that require special handling during the performance of the postal service due to the characteristics and nature of the contents (such as glass and porcelain objects and other articles that are generally considered to be in part or in whole obviously breakable) or where an associated special interest is involved in the contents' individual handling (e.g. individual, collection pieces) must be prepared for postal dispatch as a mail item containing fragile contents. Apart from labelling mail items containing fragile articles as "Fragile", such articles must be packed in a metal, wooden, plastic or strong rigid multi-layered corrugated cardboard box filled or lined (covering the entire surface below, above, around and between the articles) with wood-wool, expanded polystyrene or other similar protective material which prevents any friction, movement or impact between the articles, or between the articles and the sides of the box during transport. While Magyar Posta exercises due care in handling, when packing, boxes must be used to maximum advantage, using packaging material of the appropriate size and quality and padding the entire internal space in order to protect the contents of the mail item from damage.



- 4.2. The marking "Fragile" on mail items containing fragile objects accepted for postal handling, which only indicates the need for separate handling to Magyar Posta, does not exempt the sender from using the appropriate packaging as described above.
- 4.3. When preparing mail items with fragile contents for dispatch, the requirements for suitable packaging due to the characteristics and nature of the contents must be met irrespective of the fact that the "Cumbersome" special service/handling, if needed due to the size of the mail item, also ensures special handling.
- 4.4. If Magyar Posta offers the "Fragile" additional service/handling to the address specified as the destination, fragile objects may only be posted as a postal parcel with the simultaneous use of this additional service.

#### 5. Fluid, deliquescent substances

- 5.1. Fluids, oils and fusible fats may only be posted packaged in double packaging, provided that they are not exposed to rapid fermentation or explosion (in this case they are excluded from postal transportation). Such substances must be placed in an airtight receptacle (as an inner packaging), and then the receptacle must be placed inside an external cover or container made of metal, sufficiently strong wood, durable plastic or good quality rigid corrugated cardboard. A satisfactory amount of moisture-absorbent material (e.g. sawdust, cotton wool) suitable for absorbing the total amount of fluid, oil or fat must be placed between the inner receptacle and the outer cover in a way that protects any other fragile parts of the contents placed in the mail item.
- 5.2. Mail items containing fluids, oils and fusible fats need not be packaged in double packaging if an airtight strong zinc-coated steel sheet receptacle or a strong, non-fragile plastic receptacle (can) is used as a cover. Fluid substances may only be placed in plastic receptacles in a way that the receptacle remains empty from the mouth of the container to a depth of 4 cm. Plastic receptacles must have an appropriate handle.
- 5.2/A Devices containing mercury (e.g. medical thermometers or barometers)
  - a) must be packed in an adequately strong outer protective material insulated with an inner lining, or
  - b) may be posted in a leak-proof and puncture-proof outer packaging that mercury is unable to penetrate.
- 5.3. If Magyar Posta provides the "Fragile" additional service and handling for the destination concerned, fluid, deliquescent substances may only be posted as a postal parcel with the simultaneous use of this additional service.

#### 6. Greasy substances melting at temperatures above 70 °C

6.1. Less fusible greasy substances (e.g. creams, soft soap, resins) must be first placed in a box, bag, plastic foil or paper parchment as inner packaging, and then in a wooden box, metal container or other secondary container made of a durable and thick material.



#### 6/A. Powdery substances

6/A.1. Dry powders must be placed in containers made of durable material that prevent spillage (as inner packaging) and this container must then be placed in outer packaging made of metal or wood of adequate strength, durable plastic or good quality corrugated cardboard. The packaging must be compiled and sealed in a way that resists shock or heavy loads expected during transport and prevents the spillage of the contents.

6/A.2. For powdery colourants (e.g. aniline blue) the inner container may only be a totally impervious metal box and the space between the inner receptacle and the outer cover must be filled with appropriately absorbent protective material.

#### 7. Cremation ashes

- 7.1. Cremation ashes (human or animal) must be packed in a waterproof inner receptacle and a protective outer container. The outer container must be filled with paper, wood-wool or other similar protective material that enables the item to withstand outside influences and breakage during transportation. The sealed containers must be wrapped in strong paper, sealed with adhesive and an impressed seal, and the item must be tied with string laterally and longitudinally. Cremation ashes may be sent by both domestic and international mail provided the country which is the item's place of destination has not listed cremation ashes among the articles excluded from transportation by post. Cremation ashes may only be sent by domestic mail as a postal parcel service and by international mail under the priority or non-priority international postal parcel or international EMS express mail service. Both the cover and address label of the domestic and international items must be marked "Halotti hamvak" and "Cremation ashes" respectively.
- 7.2. When posting cremation ashes to a foreign destination, it is the responsibility of the sender to obtain in advance the official permits required. The document proving cremation and the necessary official permits must be affixed to the postal parcel in a manner that allows easy access to them but ensures that they cannot be separated during postal handling (e.g. in a self-adhesive plastic pouch). It is advisable to post postal parcels sent by international mail using the insured additional service provided the postal regulations of the country which is the item's place of destination permit this.

### 8. Live and dead animals, non-infectious secretions and substances from the body of an animal

- 8.1. Letter-mail items or postal parcels may not contain live or dead animals, or secretions or substances from animal organisms (e.g. excrement), animal trophies or preparations except for letter-mail items and for postal parcels sent without the insured additional service which may only be posted inland in accordance with the conditions specified for the contents described in points 8.1/A to 8.4.
- 8.1/A Drosophila strains (fruit flies) for the purpose of biomedical research may be sent by post in letter-mail items between officially recognised institutions.
- 8.2. Dead ticks may be sent in a letter-mail item in the special packaging for this purpose addressed to a laboratory that carries out tests for infection with any pathogen.



- 8.3. MPL Business parcels intended to be sent containing bees may be posted in accordance with the conditions stipulated in a written contract concluded with Magyar Posta by members of the Hungarian Bee-Breeders Association at the postal service outlets designated for the acceptance of postal parcels listed in column "N" of the **POST OFFICE LIST** published on Magyar Posta's website.
- 8.4. MPL Business parcels containing crickets may be posted in accordance with the conditions stipulated in a written contract concluded with Magyar Posta at the postal service outlets indicated in the contract.

#### 9. Live plants

9.1. Live plants may only be posted to a domestic address dispatched in packaging which protects them from damage and drying, as postal parcels sent using the time-guaranteed additional service and the "Fragile" additional service and handling simultaneously.

#### 10. Furniture, blockboards and door panels

10.1. Doors, panels, pieces of furniture, blockboards and articles of a similar nature to these, such as a table-tennis table or a dog's kennel, must be packed in multi-layered cardboard, bubble wrap or multi-layered polyfoam, and the edges and corners must be specially protected. If Magyar Posta provides the "Fragile" additional service and handling for the destination concerned, furniture, blockboards and door panels may only be posted as a postal parcel with the simultaneous use of this additional service.

#### 11. Motorcycle tyres without rims

11.1. Several motorcycle tyres may only be sent without packaging tied together in a manner that ensures that the tyres will not come apart during the performance of the postal service. The width of the motorcycle tyres tied together in such a manner may be a maximum of 750 mm, their diameter a maximum of 500 mm and their weight a maximum of 40 kg.

#### 12. Bicycles

- 12.1. Bicycles may only be posted in a clean state provided
  - a) the handlebar is turned parallel with the frame;
  - b) the pedals and other protruding parts (such as basket, bell, stabilisers) are disassembled and affixed to the frame separately in a manner that ensures that they are appropriately protected against damage and remain securely attached to the frame in the event that they come into contact with other mail items (when stacking) or are affected by physical impacts necessarily arising from the technology of automated mail processing (rotating, facing, grouping mail items);
  - c) the oily parts of the chain are covered in a manner that prevents the contamination of other mail items;
  - d) parts that may be easily damaged, such as the frame, handle bars, seat and mudguards, are wrapped in extra packaging providing appropriate protection.
- 12.2. If Magyar Posta provides the "Fragile" additional service and handling for the destination concerned, bicycles may only be posted as a postal parcel with the simultaneous use of this additional service.



#### 13. Vehicle parts and accessories

13.1 Vehicle parts and accessories – if Magyar Posta provides the "Fragile" additional service and handling for the destination concerned – may only be posted as a postal parcel with the simultaneous use of this additional service, observing the conditions for packaging mail items containing fragile objects described in point 4, and must be packed in compliance with the special conditions described below:

- a) headlamps, lamps, wheel trims, spoilers must be packed per piece, each one in a separate cardboard box;
- b) windscreens and vehicle window glass must be packed in a multi-layer corrugated cardboard box or a wooden crate in a manner that ensures that the content is secured and the crate covers the entire extent of the windscreen;
- c) polished and unpolished metal and plastic parts of the bodywork, such as bumpers and radiator grills, must be packed in multi-layer cardboard or bubble wrap, and the edges and corners must be given extra protection.
- III. ITEMS TRANSPORTABLE UNDER INDIVIDUAL CONTRACTUAL CONDITIONS IN DOMESTIC MAIL

### 1. Devices especially dangerous to public safety based on Government Decree 175/2003 of 28 October 2003:

- a) pointed and bladed articles whose point or blade length exceeds 8 cm, and, irrespective of the point or blade length, throwing stars, flick-knives or devices that eject a point or blade capable of causing bodily injury, in particular drawn bows, crossbows, ballistic knives, harpoons and spear guns, catapults and slingshots;
- b) implements characteristically used for hitting and increasing the force and impact of the blow, in particular coshes and knuckledusters;
- c) sticks or weights connected by a chain or other flexible material;
- d) devices which spray an irritant of the eyes, mucous membranes or skin that incapacitates an assailant (gas spray);
- e) devices which are capable of being mistaken for a real firearm due to the method of imitation and life-size execution (firearm replicas);
- f) devices that render a person incapable of defence through electric shock (taser);
- g) devices for illegally opening or breaking open locking mechanisms (in particular skeleton keys, lock opening devices based on any mechanical or electronic principle).

2. -11

<sup>&</sup>lt;sup>11</sup> Repealed on 1 July 2023.