

Regulations for correspondence handling services

Information translation of the linked Polish document. In case of discrepancies, the Polish original prevails. This translation does not change its content or date of issue. Earlier edition: this translation reproduces the source document, including its rates and delivery times. It is not the current collection booking price list.

Polish original

Services provided by BackOffice Outsourcing Sp. z o.o., Al. Stanów Zjednoczonych 72/12, 04-036 Warszawa.
Contractor: BackOffice Outsourcing; Customer: the party commissioning the services.

§ 1. Cancellation of mail collection from the Customer's premises

1. Collection from the Customer's premises or designated location may be cancelled only electronically on working days, excluding public holidays: 1.1. by 16:00 the previous day for collections between 10:00 and 12:00; 1.2. by 16:00 the previous day or 10:00 on collection day for 12:01-14:00 collections; 1.3. by 16:00 the previous day or 12:00 on collection day for 14:01-16:00 collections; 1.5. by 16:00 the previous day or 12:00 on collection day for 16:01-18:00 collections. The numbering follows the original.

2. The sole primary cancellation email address is bok@backofficeoutsourcing.de.

§ 2. Contractor's obligations

1. In providing correspondence handling services, the Contractor must:

1.1. Post letters weighing no more than 2000 g. An overweight letter will be posted as an economy or priority postal parcel according to the service selected by the Customer for the letter.

1.2. Post cash-on-delivery items where the Customer additionally marks the envelope with the amount in PLN, the sender's bank account and/or the address to which the postal operator must remit the collected amount. The Contractor prepares an additional posting register/list including the cash-on-delivery amount.

1.3. Post parcels weighing no more than 30000 g (Poczta Polska S.A.), complete the consignment note/receipt or other proof of posting for the Customer, and prepare an additional posting register/list.

1.4. Regularly provide the Customer with registered-mail posting registers bearing the operator's date stamp, subject to their return by the operator.

1.5. Regularly provide daily lists of ordinary letters, parcels and items bearing the operator's date stamp, subject to their return by the operator.

1.6. Monitor registered-mail posting registers and daily lists of ordinary letters, parcels and items not returned by the operator.

1.7. Regularly deliver to the Customer items returned because the addressees did not collect them.

§ 3. Customer's obligations

1. For the services detailed in the Agreement, the Customer must: 1.1. gather the outgoing correspondence for the relevant period at the designated place (reception, company department, etc.) on collection day, 5 minutes before the courier arrives; 1.2. mark each item or the first in a group with one of the following codes.

Unmarked batches are treated as economy registered letters: LZ - economy ordinary letter (unregistered); LPP - priority ordinary letter (unregistered); LP - economy registered letter; LPP - priority registered letter; ZPO - economy registered letter with acknowledgement of receipt; ZPOP - priority registered letter with acknowledgement of receipt.

2. Address items by computer or legibly, placing the sender's name, street/number, postcode and city in the upper left corner, adding the sender's country for international items.

3. Address items by computer or legibly, placing the addressee's name, street/number, postcode and city in the lower right corner, adding the addressee's country for international items.
4. Pack correspondence so postal markings and other elements needed for correct posting can be applied.

§ 4. Complaints

1. The Customer may lodge postal complaints through and with the Contractor's assistance. A postal complaint comprises the formalities required by the operator to report non-delivery of a registered item, no earlier than 14 days after posting. The Customer must email bok@backofficeoutsourcing.de with the subject 'reklamacja', stating the posting date, recipient's name/address and proof of posting bearing the operator's date stamp (scan of the posting register). The Contractor may: 1.1. accept the complaint, requiring the Customer to provide the original proof of posting, and lodge it with the operator on the Customer's behalf after receiving that original; 1.2. refuse it owing to formal errors and/or the relevant operator's admissibility rules.
2. Complaints about the Contractor's performance may be emailed to: 2.1. bok@backofficeoutsourcing.de - services; 2.2. e@faktury.waw.pl - accounting documents; 2.3. bok@backofficeoutsourcing.de - daily reports; 2.4. bok@backofficeoutsourcing.de - printouts and access to the online Correspondence Service Centre.
3. Complaints about the Postal Operator's services may be made directly or through the Contractor under the Agreement and/or the operator's published terms: 3.1. www.poczta-polska.pl - Poczta Polska S.A.

§ 5. Prices, standards and taxes

1. The Customer may change the courier's arrival window specified in this Agreement or a separate arrangement only on the pricing terms of the Agreement or individual arrangements made electronically.
2. For on-demand courier orders, the Customer must specify the arrival time by emailing bok@backofficeoutsourcing.de.
3. If no arrival time is specified electronically at the contractual address, the Contractor may choose any arrival window.
4. The courier's arrival at the Customer's premises does not release the Customer from charges unless collection was cancelled using the cancellation option.
5. The Customer pays postage for items posted during the Agreement.
6. The Customer pays postage for returned items both during and after the Agreement.
7. The selected postage payment option takes effect on the Contractor's electronic acceptance.
8. VAT at the statutory rate is added to the above amounts.
9. The VAT rate depends on the type of service provided by the postal operator.
10. The Contractor reserves the right to change prices. 11. Price changes require written form.
12. Within 7 days of receiving a new price list, the Customer may terminate the Agreement with immediate effect.
13. If the Customer does not terminate with immediate effect, the new price list applies from the next billing period.

§ 6. Accounting documents

1. The Customer authorises the Contractor to issue VAT invoices for supplied services/goods and postage incurred without the Customer's signature.
2. VAT invoices will be sent to the Customer's designated email address(es) in structured form with a National e-Invoicing System (KSeF) number and reference number. Inclusion of these numbers depends on the Contractor joining KSeF.
3. Accounting documents will be sent electronically in any format ensuring authenticity of origin and integrity.

4. Only VAT invoices entered into legal circulation will be sent to the Customer.
5. Written withdrawal of consent to electronic invoicing means invoices will be printed and sent by registered post or the Contractor's courier for an additional one-off fee of PLN 500.00 net, invoiced accordingly. Other accounting documents remain electronic under the conditions stated above.
6. Service VAT invoices are issued monthly, with the billing period running from the first to the last day of the month.
7. VAT invoices are also issued after services are performed or goods ordered on the Customer's additional instructions.
8. VAT invoices contain all information necessary for payment. They may also contain links to documents stored on secure servers of the Contractor or cooperating companies.

§ 7. Special provisions

1. The Customer must pay all amounts on time.
2. Late payment beyond contractual/invoice deadlines incurs statutory interest for each day of delay, calculated continuously and documented in invoice attachments available on request.
3. Payment is deemed made when credited to the Contractor's bank account.
4. Unpaid service charges and/or postage remaining unpaid 14 days after VAT invoice deadlines result in partial or total suspension until settlement. Resumption costs PLN 100.00 net, added to the monthly service invoice.
5. Each payment reminder or demand costs PLN 20.00 net, added to the monthly service invoice.
6. The Contractor may also charge amounts under the Act of 8 March 2013 on Counteracting Excessive Delays in Commercial Transactions (Journal of Laws 2013, item 403, as amended).
7. For non-performance or improper performance of the Contractor's contractual/regulatory obligations, the Contractor must pay the Customer a contractual penalty equal to the actual damage suffered. This does not apply if the Customer fails to fulfil its obligations.
8. Information on unpaid obligations will also be provided to economic information bureaus under the Act of 9 April 2010 on the Provision of Economic Information and Exchange of Economic Data (Journal of Laws No. 81, item 530, as amended).
9. The parties will seek to settle disputes by mutual arrangements and negotiation.
10. Unresolved contractual disputes fall within the ordinary court competent for the Contractor's registered office or an ordinary court in Warsaw.
11. Changes to the Agreement and these regulations require written form to be valid.

§ 8. Confidentiality

1. The Contractor will use the Customer's information only as necessary for the Agreement.
2. The Contractor will disclose it only to employees who need access for the Agreement and will ensure that every person with access, including agents, advisers and external staff, is bound by restrictions at least equivalent to those in the Agreement.
3. The Contractor will not disclose, and will ensure its employees do not disclose, the Customer's information to third parties except with the Customer's prior written consent to the specific disclosure.
4. The Contractor will compensate all damage suffered by the Customer arising from or related to breaches, disclosure or use of the Customer's information by the Contractor's employees, advisers or agents.
5. The Contractor will adequately protect all data and documents received or produced in connection with the Agreement, including confidential information on electronic media or other technical means, against use by or disclosure to third parties.

6. These rules do not govern confidentiality by postal operators, i.e. Poczta Polska S.A.
7. The Customer will use the Contractor's information only as necessary for the Agreement.
8. The Customer will disclose it only to employees needing access for the Agreement and ensure that all persons with access, including agents, advisers and external staff, are bound by restrictions at least equivalent to those in the Agreement.
9. The Customer will not disclose, and will ensure its employees do not disclose, the Contractor's information to third parties except with the Contractor's prior written consent to the specific disclosure.
10. The Customer will compensate all damage suffered by the Contractor arising from or related to breaches, disclosure or use of the Contractor's information by the Customer's employees, advisers or agents.
11. The Customer will adequately protect all data and documents received or produced in connection with the Agreement, including confidential information on electronic media or other technical means, against use by or disclosure to third parties.