

Terms and Conditions of the Alternative Delivery System for Domestic Deliveries

1. General provisions

- 1.1. These Terms and conditions relate to alternative options for delivery in the territory of the Poland (hereinafter the "T&C").
- 1.2. Placing any instruction through the Alternative Delivery System shall constitute the acceptance of these T&C.
- 1.3. Any instructions relating to alternative delivery options specified in the Alternative Delivery System and carried out by FedEx shall invalidate the Money Back Guarantee (if applicable to a Shipment under the relevant Terms and Conditions of Carriage).
- 1.4. Alternative delivery options are subject to the additional conditions and restrictions specified below. These conditions apply regardless of how the alternative delivery option has been selected by the recipient (by phone, orally, electronically through an application).
- 1.5. Depending on whether the order is for domestic or international services, all deliveries are subject to the relevant FedEx Terms and Conditions of Carriage: (a) applicable to international services, or (b) applicable to domestic services, available on the website www.fedex.com/pl.
- 1.6. Unless otherwise indicated, the terms used in these T&C correspond to the terms specified in FedEx Terms and Conditions of Carriage. To the extent not covered by these T&C, the provisions of the FedEx Terms and Conditions of Carriage shall apply.
- 1.7. FedEx has the right to amend, modify or update these T&C.

2. Delivery to a safe place

- 2.1. An instruction to deliver to a safe place is binding for FedEx provided that the location indicated is safe in FedEx's opinion, enables restricted access to it or it is implicitly ensured that a third party will oversee the shipment. It is ultimately up to FedEx to assess the criteria set out in the preceding sentence. FedEx reserves the right to refuse to carry out the instruction and FedEx shall not be responsible for refusing to deliver a shipment in such cases.
- 2.2. For an instruction to be carried out, it is necessary to specify complete and accurate data which will enable a FedEx courier to locate the safe place selected. If finding the location specified or delivering the shipment does not ensure its safety, FedEx may refuse to deliver the shipment in accordance with the instruction.
- 2.3. FedEx shall not be responsible for not following the instructions in the case of a refusal to accept or refusal to confirm delivery of the shipment by the persons located in the safe place location (reception staff, caretakers or security staff).
- 2.4. FedEx shall not be responsible for the loss of or damage to a shipment after it has been delivered in accordance with the given instructions. Carrying out the instruction does not ensure or guarantee that the shipment left by FedEx shall be safe.

3. Delivery at a later date

- 3.1. Issuing an instruction to deliver a shipment at a later date shall extend the time of the planned delivery. A change of instruction is time-limited and may not exceed 2 days.
- 3.2. Delivery dates are tentative only (except for Services for which a specific delivery time or date is part of the contract for carriage).

4. Change of delivery address

- 4.1. The new address must be close in distance from the original Delivery address.
- 4.2. The instruction to change the delivery address will be carried out if and only if the new delivery address is accurate and complete. FedEx shall not be responsible for Services not provided due to inaccurate or incomplete delivery data or when the person receiving the shipment at the changed address has refused to accept or confirm delivery of the shipment.
- 4.3. FedEx shall not be responsible for delivering a shipment if the changed address is not serviced by the delivery unit competent for the original delivery address.
- 4.4. An instruction to change the delivery address may result in a change of the anticipated delivery date.

5. Delivery to a partner outlet (Redirect to hold – RTH)

- 5.1. An instruction to redirect a shipment to a Partner Outlet may result in a change of the anticipated delivery date of your shipment. FedEx shall confirm that the shipment has been delivered to a partner outlet by e-mail or text message notification and shall provide a PIN number for the collection of the shipment from the Partner Outlet.
- 5.2. Delivery to a Partner Outlet applies only to Shipments which comply with the specific weight and dimension criteria. FedEx does not guarantee that this option will be available for shipments which do not comply with these criteria.

6. Additional requests or instructions

Any requests or instructions not included in these T&C, Terms and Conditions of Carriage or other not directly relating to the provision of the Services shall not be binding for FedEx, and the failure to carry them out or comply with them shall not be considered non-performance or malperformance of the Services, unless explicitly stated otherwise. FedEx may, but is not obliged to, comply with such requests or instructions.

7. Provision of personal data to FedEx

- 7.1. In the case of providing personal data to FedEx, within the meaning of the FedEx Privacy Policy and FedEx Binding Corporate Rules (in particular: name, surname and address, e-mail address, telephone number), the person issuing an instruction is guaranteeing that he/she has informed the relevant person of the receipt, transfer and processing of that person's data, and that such person agreed to it. In addition, he/she is guaranteeing that the person has been informed of the intended provision of her/his personal data to FedEx for processing in connection with the delivery of a shipment.
- 7.2. FedEx reserves the right to contact the new recipient by e-mail and/or text message notification in matters relating to the delivery.
- 7.3. The data collected will not be used for any purposes other than the delivery of a shipment, e.g. for direct marketing.

8. Data processing in connection with using the Alternative Delivery System

- 8.1. Data such as the name and surname, delivery address, e-mail address, telephone number and other information entered in the Alternative Delivery System (the "Data") is collected and processed by FedEx Corporate Services Inc., a Delaware corporation with its registered office at 1209 Orange Street, Wilmington, Delaware, 19801, the United States of America, and its associated companies ("FedEx") acting as data controllers in a manner and according to the rules set out in the Privacy Policy (available here) and FedEx Binding Corporate Rules (available here).
- 8.2. In order to make the process of delivering shipments and sending the related non-marketing messages (excluding direct marketing), the information collected shall be processed mainly electronically, in accordance with the relevant regulations relating to data security and confidentiality. Having access to such data, FedEx will be able to offer alternative delivery options.
- 8.3. FedEx reserves the right to provide the data collected to FedEx branches worldwide, solely for the purposes of managing and improving the quality of the delivery system. This involves transferring personal data abroad, to countries which may provide various levels of data security, and where local law may require consent for the transfer, without infringing the security measures applied by FedEx designed to ensure oversight of the shipments in accordance with the rules described below. If required by law, FedEx branches conclude agreements on the transfer of personal data in accordance with the model clauses of the European Union, within the FedEx group and pursuant to relevant legislation. By entering information in the Alternative Delivery System, the user agrees to FedEx making such data transfers. When required by law, FedEx entities have concluded data transfer agreements in accordance with Model Clauses of the European Commission in order to transfer personal data within the FedEx Group.
- 8.4. FedEx policy does not provide for transferring, selling or any other forms of distributing the data gathered in the Alternative Delivery System to third parties outside the FedEx

Corporation and its associated firms (unless legally required). When providing services relating to the execution of instructions placed in the Alternative Delivery System, suppliers entitled to process data may be involved. They may process the data obtained through the Alternative Delivery System on our behalf.

9. Contact

You can also contact us by e-mail at webmaster@fedex.com or by phone at the number indicated on the Customer Service webpage.