# Addendum to FedEx Express Terms and Conditions of Carriage for Europe of FedEx Express Hungary Transportation Kft., effective from September 15, 2023 (ADDENDUM)

## 1. (1) Application

- 1.1. If FedEx Express Terms and Conditions of Carriage for Europe (the Conditions) apply to the Shipment, the provisions of terms and conditions of FedEx Express Hungary Transportation Kft. (hereinafter FedEx) incorporated into this addendum (the Addendum) shall also apply to the carriage of such Shipment if the Shipment is tendered to FedEx in Hungary. In this case carriage contract is made by and between the Sender and FedEx registered by the Registry Court of the Metropolitan General Court under no.: 01-09-068137 and with a registered seat of 1185 Budapest, II. Logisztikai központ Irodaépület, BUD Nemzetközi Repülőtér 283. ép.
- 1.2. In the event of a conflict between the Conditions and the Addendum the following order of priority will be followed:
  - (a) the Addendum
  - (b) the Conditions.
- 1.3. Addendum and Conditions applicable to the Shipment shall be made available for the Sender by FedEx while Sender shall read and agree to such Addendum and Conditions expressly until the Shipment is tendered to FedEx.
- 1.4. In case the Shipment has to be deemed a postal shipment (Postal Shipment) under the effective Hungarian postal legal regulations which is currently the Act No. CLIX of 2012 on postal services, General Terms and Conditions of Postal Services of FedEx Express Hungary Kft. shall be applied to the transport of the Shipment which is available at the following link: <a href="https://www.tnt.com/dam/tnt\_express\_media/tnt-local-pages/hu\_hu/download\_documents/Hungary-Project-LEES-Fedex-Express-Hungary-Transportation-Kft-GTC-HUN-final.pdf">https://www.tnt.com/dam/tnt\_express\_media/tnt-local-pages/hu\_hu/download\_documents/Hungary-Project-LEES-Fedex-Express-Hungary-Transportation-Kft-GTC-HUN-final.pdf</a>.
- 1.5. If the Shipment to the carriage contract is registered in the Electronic Public Road Trade Control System (EKAER) of the National Tax and Customs Administration under the Hungarian law, the Sender or Recipient (whichever is required to register the Shipment in EKAER) as a principal may hire FedEx to record the registration number of the motor vehicle used for the road transport of the Shipment in the EKAER Number database or otherwise communicate it to the principal. If FedEx performs this service for the principal, a separate service contract is made between the parties and General Terms and Conditions of Fedex Express Hungary Transportation Kft. for Fulfilling A Registration Number-Tracking Agency Relating To EKAER (Electronic Public Road Trade Control System) Numbers (EKAER GTC) will be applied to this contract which terms will be made available for the principal by FedEx prior to entering into the service contract.
- 1.6. Even if the waybill is filled out earlier carriage contract to the Shipment detailed in the waybill enters into force between the Sender and FedEx when the Shipment is tendered by the Sender to FedEx.

## 2. (6) Billing

- 2.1. The Sender or if the payer of the invoice is a third person, the Sender acting for and on behalf of the payer agrees that electronic invoices will be issued by FedEx.
- 2.2. Unless defined in the invoice otherwise by FedEx invoices for duties, taxes and other related Charges are payable upon receipt.

### 3. (24) Subcontracting

Should the whole or a part of the Services be subcontracted the Services include intermediated services.

### 4. (30) Governing Law and Jurisdiction

Those disputes and legal procedures which aims to collect any payable Charges (including fuel and other surcharges) duties, taxes or other fees for FedEx from any person obliged to pay any of these payable amounts under the Conditions or the Addendum shall be subject to the laws and courts of the country where this person liable for payment has a domicile or a registered office.

Date: Budapest, September 15, 2023

Piotr Marcin Tokarczyk FedEx Express Hungary Transportation Kft.