

# TERMS AND CONDITIONS

Between Us - a service for sending consignments between consumers

Effective from 1. 4. 2022

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## 1. General Provisions

- 1.1 These General Terms and Conditions (hereinafter as the "**Conditions**") govern commercial and legal relations between Zásilkovna s.r.o., with its registered office at Českomoravská 2408/1a, Libeň, 190 00 Prague 9, ID (Identification Number) 28408306, (hereinafter as the "**Forwarding Agent**") and the sender of the consignment, a non-business natural person (without ID) (hereinafter as the "**Client**"). These Conditions also govern legal relations between the Forwarding Agent and any third parties involved in any legal activities of the Forwarding Agent.
- 1.2 These Conditions consist of following Annexes: Price List, Currency Conversion Rules, Rules of Marking Consignments with Labels, Conditions for C.O.D payment by payment card, Terms of use Zásilkovna Application.
- 1.3 The Client hereby acknowledges that the provision of the Forwarding Agent's services in accordance with these Conditions is conditioned by the use of the Forwarding Agent's mobile application (hereinafter as the "**Application**"). The Application can display advertising texts and banners on the home page. As part of such display, no personal data is processed nor the Client's activity is monitored.

In particular, the Application registers the contractual relationship with individual Clients, electronic data on Clients, Consignments that are the subject of delivery and records data on the status and location of Consignments. Both the Client and the Recipient are entitled to enter the Application.

By entering electronic data about himself (name, surname, mobile number, e-mail, bank account number for the C.O.D., if applicable) and completing other installation processes in the Application the Client concludes a contract with a Forwarding Agent, confirms these Conditions and declares that the Client has got acquainted with the content and the Client agrees with the Conditions and he accepts them. The Client is obliged to enter Client's real data in the Application and the Client is entitled to change the data only with the consent of the Forwarding Agent.

- 1.4 **Recipient** is a person who is designated by the Client as a Recipient of the Consignment.
- 1.5 **Place of Dispatch** is a place where the Consignment is handed over to the Forwarding Agent.
- 1.6 **Place of Delivery** is the address chosen by the Client to which the Consignments is to be delivered.
- 1.7 **Pick-up Point** is a place where the Forwarding Agent enables the handover of Consignments to a Recipient.

**Submission Point** is a place where the Forwarding Agent ensures the receipt of Consignments from the Client.

**Z-BOX** is an automated system for the handover of Consignments.

Pick-up Points and Submission Points are operated through third parties other than the Forwarding Agent and are therefore not the Forwarding Agent's premises.

- 1.8 **Cash on Delivery Consignment** or **C.O.D. Consignment** is any Consignment for which the Forwarding Agent must collect the price of the Consignment upon delivery to the Recipient.
- 1.9 **Cash on Delivery** or **C.O.D** is the amount of money collected by the Forwarding Agent from the Recipient upon delivery of the Cash on Delivery Consignment.
- 1.10 **Services of the Forwarding Agent** includes all operations and services related to the delivery of the Consignment, particularly arranging for the Consignment to be taken over and delivered to the Place of Delivery, informing the Recipient about the storage of the Consignment, handing over the Consignment to the Recipient and also collecting the C.O.D. according to the Client's order and instructions. Uncollected Consignments shall be returned to the Client, including Consignments that Recipients refused to take-over. The Services of the Forwarding Agent are summarized in the Price List and may vary for each country.
- 1.11 **Authorized Person** is the person authorized to file a complaint or a claim for damages according to the provisions of Article 9.1. of the Conditions.
- 1.12 **Returned Item** is a Consignment that is returned to the Client due to not being picked up by the Recipient or for other reasons.
- 1.13 **Age Verification Service** has the meaning given in Article 2.6 of the Conditions and is charged according to the Price List.
- 1.14 **Nature of offered services:**
- a) **postal contract:** If the Place of Dispatch and also the Place of Delivery of the Consignment is an address in the Czech Republic (Pick-up Point, Z-BOX or other address for delivery to the address), the Forwarding Agent hereby undertakes to deliver the Consignment in the agreed manner from the Place of Dispatch to the Recipient to the Place of Delivery and the Client hereby undertakes to pay the remuneration to the Forwarding Agent. In this case, a postal contract is concluded between the Forwarding Agent and the Client.
- b) **forwarding contract:** If the Place of Dispatch or the Place of Delivery is an address outside the Czech Republic, the Forwarding Agent undertakes to arrange the transport of the Consignment for the Client from the Place of Dispatch to the Place of Delivery in the name of the Client and on their behalf, including other acts related to transport. The Client undertakes to pay the remuneration to the Forwarding Agent. In this case, a forwarding contract is concluded between the Forwarding Agent and the Client.
- 1.15 The Client is entitled to use only the services offered by the Application when submitting the Consignment. The Conditions also regulate the services that are being prepared and therefore may not all be currently available.

## 2. Parameters of the Consignment

2.1 The Client is entitled to send two types of Consignments: the Standard Consignment and the Oversized Consignment.

**The Standard Consignments** must meet the following requirements:

- i. Maximum value of the Standard Consignment – 5 000 CZK / 200 EUR (or an equivalent value in another currency);
- ii. Maximum weight of the Standard Consignment – 5 kg;
- iii. Minimum dimensions of the Standard Consignment - 10 × 7 × 1 cm;
- iv. Maximum dimensions of the Standard Consignment – the sum of 3 sides of a max. 120 cm (e.g., 50×40×30 cm), max. length of one side 70 cm.

**The Oversized Consignments** must meet the following requirements:

- i. Maximum value of the Oversized Consignment – 5 000 CZK / 200 EUR (or an equivalent value in another currency);
- ii. Maximum weight of the Oversized Consignment – 10 kg;
- iii. Minimum dimensions of the Oversized Consignment - 10 × 7 × 1 cm;
- iv. Maximum dimensions of the Oversized Consignment – the sum of 3 sides of a max. 150 cm (e.g. 60×50×40 cm), max. length of one side 120 cm.

If the Consignment exceeds the parameters of the Standard or Oversized Consignment, it is an **Over-Limit Consignment**. If the Client hands over the Over-Limit Consignment to the Forwarding Agent, the Forwarding Agent is entitled at its discretion:

- i. send the Over-Limit Consignments back at the Client's expenses, or
- ii. arrange the transport of the Over-Limit Consignment for remuneration according to the valid Price List.

The Forwarding Agent's discretion depends primarily, but not exclusively, on the capacity and possibilities of the chosen Place of Delivery.

There are several price categories pertaining to accepted Standard and Oversized Consignments, as specified in the Price List.

The Forwarding Agent notifies the Client that it is the Client who is responsible for ensuring that the Consignment meets the requirements. The workers at the Place of Dispatch are not obliged to check the Parameters of the Consignment.

After the control re-measurement/reweighing the Forwarding Agent is entitled to label the Consignment as Oversized even if the Client has not labelled the Consignment as Oversized in the Application.

The Place of Delivery of Oversized Consignments can only be a Pick-up Point that receives Oversized Consignments. It is therefore not possible to deliver Oversized Consignments to all Pick-up Points and it is neither possible to deliver it to a Z-BOX.

- 2.2 The following Consignments are excluded from transportation and the Client is not entitled to hand them over for transport:
- i. Those containing goods with a value greater than 5 000 CZK; should the value of the goods in the Consignment exceed CZK 5 000 CZK the Client acknowledges that the Forwarding Agent shall be liable only for damage up to the amount of 5 000 CZK (within the "**Specified Value**" service). The stated maximum value of damage also corresponds to the equivalent value of the Consignments stated in foreign currency
  - ii. Those containing items that can cause harm to property or persons (particularly explosives, weapons, narcotics and psychotropic substances, flammables with a low flash point etc.);
  - iii. Those containing substances that are subject to Act. no. 350/2011 Coll., the Chemicals Act, and as well as poisons, corrosives, radioactive substances, gases and liquids in pressure vessels;
  - iv. Those containing varnishes, paints, adhesives and other liquid substances that can be damaged during transport, or may damage or decrease the value of other Consignments or the equipment of the Forwarding Agent;
  - v. Those containing live animals, human or animal remains, biological waste, body parts or organs, medical material (blood samples and derivatives), medical waste;
  - vi. Those containing items and substances that are sensitive to changes in temperature and quickly perishable goods such as food, live plants and objects and substances having these characteristics;
  - vii. Those containing perishable goods or goods easily damaged, fragile, with liquid contents and goods which require special protective measures or which it is necessary to handle in a specific manner;
  - viii. Those containing items and substances that with regard to their nature require specific storage space adjustments or special conditions during transportation according to current regulations or specific circumstances;
  - ix. Those whose nature, content, external appearance, characteristics, method of sending or possession is in conflict with the law of the Czech Republic and is therefore illegal or prohibited, particularly with regard to the safety of persons, public order and the rights of third parties;
  - x. Those exceeding the maximum parameters of the Consignment stated in Article 2.1 of the Conditions;
  - xi. Those whose shape does not form a homogeneous whole in the shape of a block or cube or an envelope. Packages or boxes tied or bundled together and handed over as one Consignment;
  - xii. Those containing originals of identity documents (i.e. birth certificate, identity card, certificate of eligibility, etc.), original vehicle documents (i.e. vehicle registration certificate), etc., original documents containing confidential or sensitive information

- (such as medical records, accounting documents, etc.) and valuables (i.e. cash, lottery tickets, shares, stamps, precious metals, etc.);
- xiii. Those containing collectors' pieces or art objects whose price/acquisition can't be proved in standard way;
  - xiv. Consignments handed over without a label, or non-system Consignments (without prior upload of data of the Consignment to the Application).
- 2.3 The Forwarding Agent is not obliged to accept Consignments which do not meet the requirements stated in Article 2.1 of the Conditions, or which are excluded from transportation under Article 2.2 of the Conditions.
- 2.4 If the Client hands over to the Forwarding Agent a Consignment that does not meet the conditions according to Article 2.1 of the Conditions or is excluded as per Article 2.2 of the Conditions, no contract is concluded and the Forwarding Agent therefore holds no liability for any damage incurred in connection with the Consignment. In such case, the Forwarding Agent is entitled to claim damages (particularly for all costs associated with the custody of the Consignment until its receipt by the Client) for each Consignment which the Client hands over to procure the transport and which does not meet the conditions set out in Article 2.1 of the Conditions or if it is excluded from the transport according to Article 2.2 of the Conditions. The amount of damages corresponds to the price of the required service specified in the Price List, including storage and transport of the Consignment back to the Client. The Forwarding Agent does not in any way confirm the rightness of the Consignment or its content by taking over the Consignment that does not meet the requirements stated in Article 2.1 or is excluded from transportation under Article 2.2 of the Conditions by the Place of Dispatch.
- 2.5 The Client is obliged to wrap the Consignment in a solid and suitable package and simultaneously to reinforce and fill the interior of the Consignment to prevent damage caused during transport, storage or handling. The Forwarding Agent upon receipt of the Consignment shall only be liable for inspecting the undamaged packaging of the Consignment, therefore is not liable for the contents of the Consignment. The Recipient is obliged to object the break / damage of the packaging upon receipt of the Consignment.
- Transport packaging (boxes, envelopes etc.) must be secured by the Client (e.g. with tape) to prevent opening.
- 2.6 The Client may use the **Age Verification** service upon handing over a Consignment containing a content for which the Client is obliged to verify that the person collecting the Consignment is more than 18 years old (i.e. mainly, but not exclusively alcohol and tobacco products) before handing it over to the Recipient, by marking the Consignment as such in the Application. Based on the order of the Age Verification service, the age of the Recipient is verified before the Consignment is handed over to the Recipient. By ordering the Age Verification service, the Client authorizes the Forwarding Agent to record the name, surname and last 4 digits of the submitted identity card upon handing over the Consignment, The Place of Delivery of the Consignments providing the Age Verification service are exclusively the Pick-up Points in the Czech Republic, Slovakia, Hungary and Romania.

### 3. Receipt of Consignment by Forwarding Agent

- 3.1 The Client shall enter electronic data on the Consignment, the Recipient of the Consignment, Place of Delivery – Pick-up Point or other address of the Place of Delivery into the Application, pay the price according to Article 6. of the Conditions and a six-digit code (combination of numbers and letters) will be generated in the Application at the Submission Point for the submission of the Consignment (hereinafter referred to as the "**Code**").

The Client may cancel the transport in the Application before handing over the Consignment at the Place of Dispatch. The transport order is further canceled if the Consignment is not receipt at the Place of Dispatch within five (5) days. In this case, the amount paid will be returned to the Client.

- 3.2 The Client shall hand over the packaged Consignment (especially in accordance with Article 2.5 of the Conditions) at the Place of Dispatch - ie at any Submission Point, where they are obliged to state the Code upon handover. The employee of the Submission Point will label the Consignment and take it over. Receipt of the Consignment is confirmed in the Application and by delivery of an email to the Client confirming receipt of the Consignment. If the receipt of the Consignment is not confirmed by e-mail and in the Application, later complaints about the receipt of the Consignment at the Place of Dispatch cannot be taken into account. The risk of damage to the Consignment passes to the Forwarding Agent only upon actual receipt of the Consignment at the Place of Dispatch (ie receipt by the employee of the Submission Point and simultaneous confirmation of receipt in the Application).

The list of possible Places of Dispatch is given in the Application.

- 3.3 The Client is responsible for the correct labeling of his Consignment before sending. After the transport label has been affixed by the employee of the Submission Point to the Consignment, the Client is obliged to check the correctness of the label. The Client is obliged to be present at the entry of the Consignment Code into the Forwarding Agent's Information System by the employee of the Submission Point. If the Sender submits several Consignments for transport at the same time, they are obliged to affix the transport labels on their individual Consignments themselves and check the correct placement of the transport label on the correct Consignment for each of their Consignments.

- 3.4 The Client must enter in the Application correct, complete and comprehensible data identifying themselves, the Recipient, the Place of Delivery, and data regarding the Consignment.

The Client must provide the following:

- i. name, surname, or other data enabling the identification of the Client;
- ii. name, surname, or other data enabling the identification of the Recipient of the Consignment, including telephone contact and e-mail;
- iii. determination of the amount of C.O.D. in the case of a C.O.D Consignment and labelling of the Consignment as a C.O.D. Consignment and specifying the number of the Client's bank account to which the Forwarding Agent is to transfer the selected D.O.D;

- iii. determination of the Consignment's value (if it is not determined, the amount of the Consignment is considered to be CZK 300);.

3.5 The Forwarding Agent does not guarantee the day or time of delivery of the Consignments. Any statements in relation to the date and time of delivery of the Consignments are considered indicative for information purposes only and are not binding for the Forwarding Agent.

#### **4. Collection of Consignment by Recipient**

4.1 The Place of Delivery can be:

- i. One of the Forwarding Agent's Pick-up Points or a Pick-up Point outside the Czech Republic operated by the contractual partners of the Forwarding Agent, or
- ii. Z-BOX; or
- iii. Other specific address.

4.2 The Recipient is entitled to collect the Consignment during dispensing point office hours, generally within 5 calendar days of notification regarding the Consignment's storage. It is possible to prolong the storage time for pick-up of the Consignment in the Application. The Forwarding Agent is within 1<sup>st</sup> October to 31<sup>th</sup> January entitled to unilaterally shorten the time for picking-up the Consignment without the possibility of extension. The notice of such shortening of the time for picking-up the Consignments is to be notified to the Client at least one week in advance.

If the Place of Delivery is the Z-BOX, the Recipient is notified of the storage time by the notification of delivery of the Consignment to the Z-BOX. Storage time in individual Z-BOXes may vary.

If the Consignment is to be delivered to a specific address of the Recipient and the Recipient or the person authorized by the Recipient to pick up the Consignment is not reachable, the Forwarding Agent is entitled to leave the Consignment at the place of central reception (reception or filing office) if there is such a place in the building at the address of the Place of Delivery. The Forwarding Agent is also entitled, if the Recipient is not reachable at a specific address, to leave the Consignment for pick-up at the nearest Pick-up Point to the original delivery address or in the nearest Z-BOX from the Forwarding Agent's perspective.

The Forwarding Agent is also entitled to change the Pick-up Point selected by the Client for another, nearest possible Pick-up Point or Z-BOX, especially if the selected Pick-up Point is currently closed or has full capacity.

4.3 The Recipient shall be notified about the storage of the Consignment via e-mail or also via SMS, and/or via the Application. This information includes a password designed for identifying the Recipient when picking up the Consignment.

4.4 The Consignment shall be handed over to the Recipient after meeting the following requirements:

- i. The Recipient proves their identity through knowledge of the password or by the identity card, and



- ii. In the case of a C.O.D. Consignment, the Consignment shall be handed over to the Recipient only after the payment of the full amount of C.O.D.

Should another person pick up the Consignment instead of the Recipient, they are obliged to know the password for picking up the Consignment.

In case of proving the Recipient's identity through identity card, the Pick-up Point is entitled to record last 4 digits of the submitted identity card number.

Should the Delivery Point be the Z-BOX, the Consignment shall be handed over to the Recipient by opening the relevant box via the Application.

- 4.5 If the Consignment is not collected by the Recipient or the Recipient refuses to accept it (after C.O.D. payment and unpacking the Consignment at the Pick-up Point) the Consignment shall be returned to the Client to the Pick-up Point that the Client selected in the Application. The Client is obliged collect the Returned Item within 7 days of notification of the delivery of the Returned Item at the Pick-up Point.
- 4.6. If the Returned item cannot be returned to the Client in accordance with Article 4.5 of the Conditions, the Forwarding Agent shall provide storage of the Consignment for a maximum period of a further 21 days. The storage of the Consignment is charged according to the valid Price List. During the storage of the Consignment the Forwarding Agent may arrange another attempt (or attempts) to return the Consignment to the Client. However, the storage period of the Consignment is neither stopped nor suspended by doing so.
- 4.7 The Forwarding Agent is authorized to open the Consignment if:
  - i. It cannot be handed over to the Recipient and it cannot be returned or should not be returned to the Client according to the contract;
  - ii. There is reasonable suspicion that it contains an item that is according to the Conditions considered to be dangerous; an item whose handing over for transport is not allowed; or an item that is excluded from transport;
  - iii. It is damaged;
  - iv. There is reasonable concern that damage has occurred or could occur prior to the handover to the Recipient; or
  - v. It is necessary in order to meet the obligations imposed on the Forwarding Agent by particular legislation.

The Forwarding Agent is not authorized to open any Consignment for which it is evident from its external appearance that it is, under an international agreement forming a part of Czech law, untouchable. The Forwarding Agent must inform the Recipient of the opening of the Consignment at the handover or inform the Client when returning the Consignment. When opened, the contents of the Consignment may be inspected only to the necessary extent to ensure the purpose of the inspection. Upon opening, the protection of facts that are protected by special legislation, as well as the protection of postal and letter secrets.

The Consignment shall be opened at the depot of the Forwarding Agent, under the supervision of at least 2 persons authorized by the Forwarding Agent for such activity. A report shall be made on the opening of the Consignment and photo documentation shall be taken.

- 4.8 After the expiration of the storage period of the Consignment, the Forwarding Agent is entitled to sell the Consignment if:
- i. it is neither possible to hand it over to the Recipient nor to return it to the Client, or
  - ii. there is reasonable concern that the contents of the Consignment shall have degraded by the time of handover at the Place of Delivery.

The Consignment or its content shall not be sold if excluded by law.

If possible, the Forwarding Agent shall disburse to the Client the proceeds from the sale after subtracting storage costs, selling costs and unpaid parts of remuneration of the Forwarding Agent (hereinafter referred to as the “**Net profit**”). If the Net profit is not disbursed, the Client has the right to request payment within a period of one year from the date of the handover of the Consignment to the Forwarding Agent; after expiration of this period the right to payment of the Net profit lapses and the Net profit then passes to the Forwarding Agent.

The pertinent sale shall be executed in the form of an online auction or by direct sale to a third party.

- 4.9 If a Consignment which could not be handed over to the Recipient or returned to the Client is not sold after the expiration of the storage period, then the Forwarding Agent shall liquidate it after a period of thirty (30) days expires. Within the same period the Forwarding Agent is entitled to liquidate the Consignment with partially or entirely damaged contents. The Forwarding Agent is entitled to liquidate the Consignment or its part before the arranged period, if required so for health and safety purposes.

The liquidation of the Consignment proceeds by passing it over to a person authorized to dispose of waste.

- 4.10 The Client must pay to the Forwarding Agent the costs of the liquidation of the Consignment.

## **5. C.O.D. Consignments**

- 5.1 The Client shall mark in the Application if the Forwarding Agent should collect C.O.D. when handing over the Consignment and state the number of the bank account where the selected C.O.D is to be subsequently paid to the Client.

- 5.2 The C.O.D. shall be collected in the currency of the country where is the Place of Delivery of the Consignment.

- 5.3 The C.O.D. shall be disbursed to the Client in the same currency as it was collected from the Recipient. The Client is entitled to select in the Application that the C.O.D. collected in a foreign currency shall be disbursed to them in CZK or in another currency according to the options in the Application. The C.O.D payment in another currency is specified in the Currency Conversion Rules.

- 5.4 For the C.O.D. Consignment, the Forwarding Agent shall collect the C.O.D. from the Recipient and send the collected C.O.D. to a bank account determined by the Client.

C.O.D. collected in the Czech Republic and the Slovak Republic shall be sent to the Client within a period of ten (10) working days from the date of receipt of C.O.D. from the Recipient, should C.O.D. be sent to the Client's bank account in the country in which the C.O.D. was collected,

C.O.D. collected in any country other than the Czech Republic and the Slovak Republic shall be sent to Client's bank account within fifteen (15) working days of the day of collection of C.O.D. from the Recipient. In the same time period C.O.D shall be sent to a bank account in a country other than that in which C.O.D. was collected. Bank charges for any cross-border transactions are borne by the Client.

If the C.O.D. amount is deducted from the Forwarding Agent's account and credited to the account determined by the Client within this period, there is no delay in the Forwarding Agent's payment.

- 5.5 The Forwarding Agent is entitled to unilaterally include in the C.O.D. payment to due and undue receivables from the Client.

If the C.O.D. is transferred incorrectly by the Forwarding Agent (the Client is reimbursed a higher amount than the collected C.O.D.) the Forwarding Agent shall proceed according to the previous article, or the Client is obliged to return the unjust enrichment to the Forwarding Agent's bank account no later than seven (7) calendar days from the date on which it was credited to his account.

- 5.6 The entire costs and fees (if any) connected to bank transactions and C.O.D. transfers shall be covered by the Client.

- 5.7 The C.O.D. can be paid by the Recipient by cash or an accepted payment card, or via the Application.

## **6. Remuneration of Forwarding Agent**

- 6.1 The Client undertakes to pay a remuneration to the Forwarding Agent for the arranging and/or execution of the Consignment transport and other services related to the transport, including the specified costs. The amount of the remuneration of the Forwarding Agent is determined in the current Price List. The decisive criteria for the amount of the remuneration shall be, in particular, the type of chosen and agreed service, parameters and/or dimensions of the Consignment, the Place of Dispatch and the Place of Delivery.

- 6.2 The Client undertakes to pay the Forwarding Agent the remuneration for all operations, including additional and above-standard services, surcharges and other services ordered by the Client in the amount according to the current Price List. If the dimensions and weight of the Consignment identified by the Forwarding Agent differ from the parameters of the Consignment specified by the Client, the parameters identified by the Forwarding Agent are decisive for determining the remuneration.

- 6.3 In addition to the remuneration for arranging the transport of the Consignment, the Client is obliged to pay to the Forwarding Agent the additional remuneration, particularly for the following items:
- i. remuneration for collecting the C.O.D, which also arises from a Returned Item according to the Article 4.5 of the Conditions;
  - ii. surcharge for customs services (if used by the Client);
  - iii. other surcharges for additional services, eg surcharge for the Specified Value of the Consignment.;
- 6.4 The Forwarding Agent is entitled to the payment of the remuneration (including all related items, e.g. C.O.D. collection) upon handing over of the Consignment at the Place of Dispatch. The price is due by handing over the Consignment at the Place of Dispatch. The Client is obliged to pay the full price for the delivered Consignment for the Returned Item according to the Article 4.5 of the Conditions, regardless of whether it is a Consignment with the C.O.D or without.
- 6.5 The amount of the remuneration is determined by the Price List valid on the day of entering the electronic data of the Consignment into the Application.
- 6.6 The Client is obliged to pay a remuneration when entering electronic data about the Consignment into the Application before handing over the Consignment at the Place of Dispatch, through the payment gateway in the Application. The transmission is encrypted and secure. The Client can also save the card for other payments in the settings of their account in the Application. For online payment, the card must be issued in the EU.
- 6.7 Payment of the remuneration will be confirmed to the Client in the Application and as well by email.

## **7. Liability for Damage**

- 7.1 The Forwarding Agent is liable to the Authorized person for damage caused as a result of loss, damage or loss of the contents of the Consignment during the of transport (while proving damage and/or destruction of the Consignment's packaging). The Forwarding Agent is obliged to compensate the damage if it does not prove that the damage could not be averted. If the Client is in delay with the takeover of the returned Consignment, the risk for damage passes to the Client at the moment which is the beginning of such delay.
- 7.2 The Forwarding Agent is liable for damage caused to the Consignment, limited to the actual damage, but not including any other damage; the Forwarding Agent is not liable for the lost profits of the Client, sanctions for delay, contractual penalties, fines, demands of third parties, or any liabilities incurred by the Client towards third parties or any other subsequent damages.
- 7.3 Pursuant to Article 2.2 of the Conditions, the Forwarding Agent shall be liable for actual damage caused to the Consignment whose Place of Delivery is a Pick-up Point or a Z-BOX, only up to 300 CZK (in words: three hundred Czech crowns). Payment of this amount in case of of

damage also replaces the price of transport services provided by the Forwarding Agent. For Consignments whose Place of Delivery is another specific address of the Recipient, the Forwarding Agent is liable for actual damage up to CZK 5,000.

- 7.4 As part of the service providing compensation for damage in the event of loss, damage or loss of the contents of the Consignment, the Place of Delivery of which is the Pick-up Point or Z-BOX, the Client may enter the value of the Consignment in the Application ("**Specified Value**" service) up to 5,000 CZK (in words: five thousand Czech crowns). Damage to the Consignment is subsequently reimbursed by payment of an amount corresponding to the Specified Value. When using the service, the Client is obliged to pay the price specified in the Price List. The payment of the Specified Value in case of damage also replaces the price of transport services provided by the Forwarding Agent. If damages occur within the service Specified Value, the Client is obliged to submit a solemn declaration confirming that the Consignment has been properly packed and stating the bank account number for damages.
- 7.5 The Forwarding Agent is not liable for damage incurred to the Consignment in the period from the takeover of the Consignment to its hand over to the Recipient, if such damage is caused by:
- i. The Client, the Recipient, the owner of the Consignment, or a person who handled the Consignment before its handover at the Place of Dispatch;
  - ii. any defect of the Consignment, either in its innate nature or by its normal decrease;
  - iii. defective or insufficient Consignment packaging, or inappropriate manner of packaging;
  - iv. the Client handing over for transport to the Forwarding Agent any Consignment that is excluded pursuant to the Article 2.2 of the Conditions;
  - v. incomplete, incorrect or misleading information from the Client about the contents and nature of the Consignment.
- 7.6 The Client is liable for damage caused by any Consignment or its contents which the Client has handed over to the Forwarding Agent. The Client is also liable for such damage caused to third parties.
- 7.7 The Forwarding Agent is not obliged to insure the Consignment.

## **8. Compensation for Damage - Complaints**

- 8.1 The Authorized person is entitled to make a claim for compensation for damage in accordance with Article 7. of the Conditions. The Authorized person can make the claim to the Forwarding Agent by filling out the form at [www.zasilkovna.cz/reklamace](http://www.zasilkovna.cz/reklamace), without undue delay after finding out about the damage to the Consignment, but no later than five (5) working days from the receipt of the Consignment by the Recipient or the Client pursuant to the Article 8.2 of the Conditions. The Client is obliged to file a claim for the loss of the Consignment within twenty (20) calendar days from handing over the Consignment to the Forwarding Agent. Otherwise, the right to claim damages lapses.

- i. Damage means a change in state, i.e. change of quality, size, structure, stability, composition of the items forming the Consignment, that can be repaired; or such change of state that cannot be repaired, however the item is still usable for its original purpose.
- ii. Destruction means such a change of state of the item forming the Consignment that cannot be repaired and which prevents the item being used for its original purpose.

The Authorized Person acknowledges that the Pick-up Points are not the premises of the Forwarding Agent in the sense of the relevant law and the Pick-up Point is thus not obliged, resp. nor entitled, to accept a complaint, ie claiming defects from defective performance by the Authorized Person on behalf of the Forwarding Agent.

- 8.2 The Recipient is obliged to inspect the Consignment upon receipt and in case of obvious and on packaging noticeable damage of the Consignment, they are entitled to open the Consignment, observe the contents of the Consignment and eventually not accept the Consignment. Once the Consignment left the Pick-up Point it is not possible to claim any liability for the damage whatsoever.
- 8.3 The Authorized Person is obliged to enable the Forwarding Agent to, at its request, observe the scope of damage of the Consignment personally and physically, including the preservation of the transport packaging.
- 8.4 If the Authorized Person fails to meet the obligations stated in Articles 8 and 9 of the Conditions, it shall be deemed that the damage to the Consignment for which the Forwarding Agent is liable has not occurred.

## **9. Claiming Compensation for Damage**

- 9.1 The Client shall file claims for services and for damages from the Forwarding Agent in case of any damage incurred before the Consignment was delivered to the Recipient. After the delivery of the Consignment to the Recipient, the Recipient shall file claims for damages.

If the claim of the Consignment is already filed at the Forwarding Agent by a person other than the Authorized Person, the Forwarding Agent shall continue to handle the claim with the Authorized Person.

- 9.2 In order to claim compensation for damage, the Authorized person is obliged to enclose in particular, the following:
  - i. Photo documentation of Consignments with partial loss or damage; the photo documentation must also include photographs of the packaging as well as the contents of the Consignment so that it is possible to assess whether the damage to the Consignment is causally related to the damage to the packaging;
  - ii. The certificate of the acquisition price of the Consignment (its contents) or a sworn statement of the value of the Consignment (if the Specified Value service was not used);

- iii. The expert assessment of the service center, repair shop or any other person who has performed repairs to the Consignment, if the Consignment has been repaired after the event of damage, or if the circumstances of such event required so;
- 9.3 The Forwarding Agent must assess the claim for compensation no later than thirty (30) days from the date on which the claim has been made. This period is extended by the period equivalent to that for which the Authorized Person has not provided all required materials stated in Article 9.2 of the Conditions to the Forwarding Agent.
- 9.4 If the Client or the Recipient cannot prove any damage to the packaging of the Consignment, then any claim for compensation concerning partial loss of contents of the Consignment or damage to the Consignment and its parts cannot be taken into account.
- 9.5 Upon claiming compensation for a lost Consignment, the Client must notify the Forwarding Agent about the loss of the Consignment in accordance with Article 8.1 of the Conditions.
- 9.6 If a lost Consignment, or its part, is found, then the right of the Client to claim damages regarding the Consignment is considered to be reimbursed at the moment when the Client or the Recipient acquire the opportunity to dispose of the Consignment. If the Consignment was found by the Client or the Recipient, the Client is obliged to inform the Forwarding Agent of this fact immediately and if the Client has been compensated for the damage, the Client is obliged to return this paid amount to the Forwarding Agent.
- 9.7 All rights to compensation for damage incurred on the Consignment expire after one year from the receipt of the Consignment.
- 9.8 The Forwarding Agent shall compensate the Authorized Person for damage no later than 30 days from the recognition of liability for damage to the Consignment, based on a sworn statement issued by the Authorized Person about the value of the Consignment and as well according to the selected type of Place of Delivery and the Specified Value.

## **10 Extrajudicial Settlement of Consumer Disputes**

- 10.1 If a dispute arises between the Forwarding Agent and the consumer which cannot be resolved by the mutual agreement of both parties, the consumer may apply for an extrajudicial settlement of such a dispute to the designated authority for the extrajudicial settlement of consumer disputes, according to the type of concluded contract (see Article 1.14 of the Conditions).

For disputes concerning postal services (delivery of Consignments to the Place of Delivery in the Czech Republic) provided by the Forwarding Agent on the basis of Certificate No. 20, the designated authority is the Czech Telecommunication Office, Sokolovská 219, 190 00 Prague 9, website: [www.ctu.cz/ochrana-spotrebitele](http://www.ctu.cz/ochrana-spotrebitele)

For all other cases, the designated authority is the Czech Trade Inspection Authority, General Inspectorate - ADR Department, Štěpánská 15, 120 00 Prague 2, E-mail: [adr@coi.cz](mailto:adr@coi.cz), website: [www.adr.coi.cz](http://www.adr.coi.cz).

## 11. Final Provisions

- 11.1 The contracting parties explicitly agree that all legal relations between them shall be governed by the laws of the Czech Republic.
- 11.2 If any provision of the Conditions or any part thereof is held to be invalid for any reason whatsoever, it shall be deemed omitted. This does not affect the validity of the remaining parts of the Conditions.
- 11.3 These Conditions, including all attachments, are made available to the Client in the Application and as well on the [www.zasilkovna.cz](http://www.zasilkovna.cz) website. The Conditions valid on the day of entering the electronic data of the Consignment into the Application are binding.
- 11.4 These Conditions are an integral part of every forwarding contract or postal contract concluded by the Forwarding Agent. These Conditions meet the requirements of postal conditions according to Act No. 29/2000 Coll., on postal services, as amended.
- 11.5 Legal relationships not governed by these Conditions are governed by Act No. 29/2000 Coll., on postal services, as amended and by the Civil Code (Act no. 89/2012 Coll.), as amended.