



## General Terms and Conditions

Valid from 01.05.2022

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## 1. General Provisions

- 1.1. Commercial entity Packeta Slovakia s. r. o., seat: Kopčianska 3338/82A, 851 01 Bratislava, Slovak Republic, ID 48 136 999, registered in the Commercial Register of District Court Bratislava I, section Sro, insert no.: 105158/B (hereinafter referred to as “Packeta”) provides its services regarding a Package or Packages based on a Consignment agreement, pursuant to § 26 of Act no. 324/2011 Coll. law on postal services, as amended (hereinafter referred to as “Agreement”) and these terms and conditions, which constitute an indelible part thereof.
- 1.2. These terms and conditions (hereinafter referred to as “Terms”) regulate the commercial and legal relations between Packeta and the consignor (hereinafter referred to as “Consignor”) for the purpose of shipping a package (hereinafter referred to as “Package”) to a consignee of the Package (hereinafter referred to “Consignee”). The Agreement regarding a specific Package or Packages, of which these Terms are an indelible part of, is entered into by filling out a registration form published on the website of Packeta, [www.packeta.sk](http://www.packeta.sk) and by agreeing to these Terms with a condition precedent, which is the approval of the registration by Packeta, if an earlier date is not stated in a separate agreement entered into between the Consignor and Packeta. These Terms further regulate the legal relations between Packeta and third parties, if the business and legal relations between Packeta and the Consignor concern them (e.g. the Consignee).
- 1.3. Packeta agrees to, pursuant to the Agreement and according to these Terms, provide the Consignor with transport services and transport the Package from its place of submission by the Consignor (hereinafter referred to as “Place of Dispatch”) to a place listed in the address (hereinafter referred to as “Place of Delivery”), whereas the Place of Delivery can be, in accordance with these Terms, the following:
  - a) Z-POINT or Z-BOX address,
  - b) Consignee address, or
  - c) PICK-UP-POINT address.The Consignor, by entering into the Agreement, agrees to pay Packeta remuneration for such activity in accordance with the delivery Price List published on the website of Packeta, [www.packeta.sk](http://www.packeta.sk), in section for entrepreneurs (hereinafter referred to as “Price List”).
- 1.4. Packages received and distributed via Packeta are marked exclusively with the Packeta logo, with the exception of Packages transported outside of Slovakia via a contracted carrier of Packeta, marked also with the logo of the contracted carrier of Packeta.
- 1.5. In case Packeta facilitates transport of the Package via a different contracted carrier, the terms of transport are also subject to the terms of the specific contracted carrier, who is handling the Package in accordance with the Consignor’s directions. These are usually the terms of transport

(e.g. weight and size categories, items excluded from transport), means of delivery, terms regulating repeated delivery, terms regulating the pickup of the Package by the Consignee, means of storage or return of the Package, carrier liability and terms regulating potential claims. All changes and amendments made from the side of the contracted carrier (e.g. seasonally or as a result of special circumstances – seasonal and special surcharges) are applied to the terms of transport of Packages from the day of them entering into force from the side of the contracted carrier, i.e. regardless of a potential change of the price list or these Terms.

- 1.6. Packeta recommends entering into a contractual relationship under these Terms for persons, who are entrepreneurs and are sending Packages as part of their entrepreneurship activity. In case of sending Packages outside of their entrepreneurship activity, Packeta recommends to utilize the services Between Us. The contractual relationship with Packeta is, in case of the Between Us service, regulated by the terms and conditions for the Between Us service, published on the website [www.packeta.sk](http://www.packeta.sk) in the section “For customers”.

## **2. Definitions**

- 2.1. **“Information System”** is an electronic system operated by Packeta, which lists the contractual relationships with individual Consignors, electronic data on Packages subject to delivery and lists information regarding the state and location of Packages. The Consignor is authorized to enter the Information System via the **“Client Section”**.
- 2.2. **“Consignor”** is a business of natural entity – entrepreneur, who has handed in a Package either directly or via third party to Packeta for postal transport, usually listed on the Package and is the owner of the Package until the moment the Package is delivered to the Consignee, if not specified otherwise in the Agreement.
- 2.3. **“Consignee”** is a business or natural entity specified by the Consignor as the Consignee of the Package and for whom the Package is meant. The name and surname or the business name of the Consignee are usually listed on the Package.
- 2.4. **“Packeta App”** is a mobile application of Packeta, which allows:
  - a) To send Packages without the need to print a transport label based on a generated code,
  - b) Easy and quick informing of the Consignor and Consignee about the Package,
  - c) To look up information regarding Z-POINTS and Z-BOXes based on the Consignee’s or Consignor’s location and further options,
  - d) Payment of the C.O.D. amount of the delivered Package directly via payment gate within the Packeta App,
  - e) Opening the Z-BOX in order to retrieve the Package,
  - f) Prolonging the Package pickup period,

- g) Generating a password for picking up the Package,
  - h) Watching the Package archive.
- 2.5. **“Z-POINT”** is a place, where Packeta facilitates the handover of the Package to the Consignee and collection of the Package from the Consignor via contractual partners, available during opening hours of the contractual partner (information regarding opening hours available at [www.packeta.sk](http://www.packeta.sk)).
- 2.6. **“Z-BOX”** is a self-service automated handover and submission place of Packeta, usually available 24/7.
- 2.7. **“PICK-UP-POINT”** is a pick-up-point of a contracted carrier of Packeta abroad, where it is possible to pick up the Package by the Consignee in accordance with the contracted carrier’s terms.
- 2.8. **“Separate Agreement”** is an agreement entered into between Packeta and the Consignor, the subject of which is the provision of transport in regards to the specific Package from the Place of Dispatch onto the Place of Delivery.
- 2.9. **“Delivery Period”** is defined by the number of days from submitting the Package at the Place of Dispatch until its delivery to the Place of Delivery or until a notification of the Package’s arrival is delivered, or until the moment of the storage of the Package (depending on the terms of the carrier). The Delivery Period is listed as, for example, “D+1”, wherein “D” is the day of Package submission and the number describes the number of workdays. In case the Package is submitted at a Z-POINT, the submission is understood as the specific time of a Packeta courier picking up the Package, who shall then ensure its handover for further processing and transport. The operator of the respective Z-POINT shall provide the information regarding the specific time of the Package having been picked up by a courier.
- 2.10. **“C.O.D.”** is an additional service, where Packeta ensures the collection of a C.O.D. amount as per the Consignor’s instructions prior to handing over the Package to the Consignee.
- 2.11. **“C.O.D. Amount”** is the monetary amount collected from the Consignee prior to handing over the Package with the additional service C.O.D. The C.O.D. Amount shall be paid in cash, via payment card or online via payment gate.
- 2.12. **“Insurance”** is an additional service, where a Package is insured against loss, theft or damage to the value listed at submission. The listed value shall not be higher than the real price of the content of the Package. The maximum Insurance amount is defined with specific services in the Price List.
- 2.13. **“Return Logistics”** (known before as Claims Assistant) is an additional service, where Packeta ensures the transport of the Package, which is sent back to the Consignor by the Consignee due

to return or replacement of goods. Packeta shall accept the Package from the Consignee in accordance with the instructions of the Consignor.

- 2.14. **“18+ Verification”** is an additional service, which the Consignor may utilize if the age of the Consignee or the person authorized to pick up the Package in the Consignee’s name needs to be verified prior to the handing over of the Package. The 18+ Verification service may be utilized by the Consignor in Slovakia, Hungary, Romania and Czechia. The age of the Consignee or the person authorized to pick up the Package on the Consignee’s behalf is verified based on an ID card or other identification document of the Consignee or the person authorized to pick up the Package on the Consignee’s behalf. The 18+ Verification service may only be utilized with Packages delivered to a Z-POINT. By utilizing the 18+ Verification service, the Consignor (as the operator of the personal data of the Consignee) authorizes Packeta (as the processor of the personal data of the Consignee) to have the Z-POINT staff enter the name, surname and last 4 digits of the provided ID card or other identification document of the Consignee or the person authorized to pick up Packages on the Consignee’s behalf into the internal information system of Packeta, which the Z-POINT staff may access via login information. The Place of Delivery for Packages utilizing the 18+ Verification service are exclusively Z-POINTS in Czech Republic, Slovakia, Hungary and Romania. The Consignor is obliged to use the 18+ Verification service if the contents of the Package may not be sold to a minor under the valid legislation of the country of the Place of Delivery (including, but not limited to, alcoholic beverages) by way of marking the service 18+ Verification with the Package in the Information System.
- 2.15. **“Planned Handover”** is an additional service, where the Consignor may select the exact day on which the Package shall be handed over to the Consignee at the Z-POINT. The Consignor may submit the Package to Packeta before that, whereas the Consignor shall state the desired date of its handover to the Consignee, but Packeta shall hand over the Package to the Consignee only on the day selected by the Consignor.
- 2.16. **“Evening Delivery Bratislava”** is a service, where Packeta provides the delivery of a Package to the address of a Consignee located within districts Bratislava I to Bratislava V, in the evening hours between 18:00 and 22:00 on the work day, when the Package was submitted by the Consignor. Packeta shall provide this service only in relation to Packages submitted on a workday at a depot of Packeta located at Kopčianska 82, 851 01 Bratislava no later than 15:30.
- 2.17. **“HD Address Delivery”** is a service which ensures automatic selection of a contracted carrier of Packeta depending on the current situation, delivery quality and availability of the listed contracted carriers, while maintaining the price and quality. The Consignor is not able to select the contracted carrier of Packeta individually. The service is provided to selected countries (Czech Republic, Hungary, Romania, Poland and Germany).

- 2.18. **“Return”** is a Package returned to the Consignor as a result of a failed delivery attempt to the Consignee’s address, or due to it not being picked up by the Consignee at a Z-POINT, Z-BOX or PICK-UP-POINT, or being refused by the Consignee.
- 2.19. **“Services Rendered by Packeta”** include all acts and services pertaining to delivering the Package, mainly facilitating the Package collection at the Place of Dispatch and its delivery to the Place of Delivery, informing the Consignee of storing the Package, handing over the Package to the Consignee, and collection of the C.O.D. Amount in accordance with the order and instructions of the Consignor.

### **3. Client Section of the Information System**

- 3.1. The Information System contains a Client Section, containing details on the contractual relationship between the Consignor and Packeta. Access to the Client Section is granted to the Consignor pursuant to a prior registration via [www.packeta.sk](http://www.packeta.sk). In order to register and submit Packages, the Consignor shall enter data including e-mail address, phone number, password and identifying information of the Consignor (primarily business name, CID, Tax ID, VAT ID, account number, Return address etc.).
- 3.2. The Consignor is responsible for maintaining confidentiality of assigned login data. The Consignor shall secure the login information in such a way as to prevent the abuse thereof by a third party.
- 3.3. The identification and authentication information for accessing the Client section of the Information System shall be protected by the Consignor in a way as to not allow access thereto by unauthorized persons and against abuse thereof by third party.
- 3.4. Packeta reserves the right to withdraw from the Agreement and to block access to the user account of the Consignor in the Client Section in case of suspicion, that the Consignor is acting, in regards to Packeta or third parties (mainly the Consignor’s own clients), in violation of these Terms or in violation of the valid legislation (e.g. the Consignor is preventing the customers from filing a claim, return the goods etc.). Packeta is authorized to withdraw from the Agreement also if the Consignor is utilizing the Return Logistics service without having submitted the Packages originally through Packeta or if the Consignor is in violation of the Consignor’s obligations under these Terms. The withdrawal from the Agreement enters into effect on the day of its delivery to the Consignor.
- 3.5. By entering electronic data during registration (business name, phone contact, email, bank account number for the crediting of the C.O.D. Amount etc.), the Consignor confirms these Terms and declares to have made themselves familiar with the contents thereof, that the Consignor agrees to be bound by them and accepts them.

3.6. By submitting a specific Package at the Place of Dispatch, the Consignor enters into a Separate Agreement with Packeta.

#### 4. Package Parameters

4.1. The Packages shall comply with the following:

Package Parameters	Delivered to a Pickup Point			Delivered to an address	
	Z-POINT Standard	Z-POINT Oversized <sup>1</sup>	Z-BOX	Evening Delivery Bratislava	Other Services
Max. Package weight	5 kg	10 kg	5 kg	30 kg	10 kg
Min. Package dimensions	10 x 7 x 1 cm				
Max. length of longest side	70 cm	120 cm	Based on locker size <b>S</b> (45 x 8 x 61 cm) <b>M</b> (45 x 17 x 61 cm) <b>L</b> (45 x 36 x 61 cm)	180 cm	70 cm
Max. sum of all 3 sides (e.g. a Package of 50x40x30 cm)	120 cm	150 cm		200 cm	120 cm
Max C.O.D. Amount <sup>2</sup>	usually up to 700 €				
Max. insurance amount (value of goods) <sup>2</sup>	usually up to 700 €				

<sup>1</sup> An oversized Package is a Package also labelled as such in the Packeta Information System after having been measured/weighted by Packeta.

<sup>2</sup> The listed applies in case it is not stated otherwise in the Price List with the respective country and carrier. The Price List is available at [www.packeta.sk](http://www.packeta.sk)

The Consignor agrees, that the final decision on whether or not a Package complies with the parameters of this point of these Terms is solely made by Packeta after having measured/weighed the Package by Packeta. If a Package delivered to a Z-POINT address is found to have parameters greater than those of an Oversized Package, Packeta shall, at its own discretion:

- a) Ensure its delivery to the Consignee's address, if the Consignee agrees when contacted by Packeta; the Consignor is charged for the delivery of the Package in accordance with the Price List available in the Client Section; if the Consignee does not agree with the transfer of the Oversized Package to the Consignee's address, the Oversized Package is returned to the Consignor,
- b) Ensure the transport to the Consignee's address with prior agreement with the Consignor,
- c) Return the Package to the Consignor at the Consignor's expense.

- 4.2. The following Packages are excluded from transport. The Consignor may not submit the following:
- a) Containing goods with a value higher than 700 EUR. If the value of the goods contained in the Package exceeds 700 EUR, the Consignor accepts that Packeta is only liable for damage up to 700 EUR. The listed maximum damage liability also corresponds with the equivalent value of the Package listed in foreign currencies,
  - b) Packages containing items liable to cause damage to life and property (mainly explosives, weapons, narcotic and psychotropic substances, flammables with a low ignition point etc.),
  - c) Packages containing content regulated by Act No. 67/2010 fol. law on introducing chemicals, chemical substances and chemical compounds onto the market, as amended by other laws (law on chemicals), furthermore intoxicating and psychoactive agents, precursors and poisons or venoms, nuclear materials, high-risk chemical and high-risk biological agents and toxins or other similarly dangerous items or substances, acids, radioactive substances, gases and liquids in pressurised containers,
  - d) Packages containing substances, paints, adhesives and other liquids easily damaged during transport, or which can damage or devalue other Packages, potentially even property of Packeta,
  - e) Packages containing live animals or human or animal remains, biological waste, body parts or organs, medical material (blood samples and derivatives), medical waste,
  - f) Packages containing items or substances vulnerable to changes in temperature, or quickly perishable goods such as groceries, live plants or items and substances bearing such properties,
  - g) Packages containing perishable, easily damaged or fragile goods, or goods containing liquids, furthermore goods needing to be specially protected or handled,
  - h) Packages containing items and substances requiring special conditions during storage or transport due to their nature pursuant to the relevant regulations or specific circumstances,
  - i) Packages, the nature, contents, appearance, properties, means of delivery or possession of which is in violation of the laws of the Slovak Republic, thus being illegal or prohibited, mainly in regard to the safety of persons, public order and rights of third parties,
  - j) Packages exceeding the maximum parameters specified in these Terms; in case of Packeta agreeing to transport such in writing prior, the Consignor agrees to pay the applicable fees listed in the Price List applicable to Packages not in accordance with the Terms,
  - k) Packages bearing shape other than that of a homogenous cube or block, potentially an envelope, i.e. the Package may not consist of multiple Packages or boxes tied or connected together,



- l) Packages containing originals of personal documents (e.g. birth certificate, ID), originals of vehicle documents (e.g. technical ID), originals of documents containing confidential or sensitive information (e.g. medical documentation, accounting papers), valuables (cash, scratch tickets, lottery tickets, stocks, duty or fee stamps, valuable metals),
  - m) Packages containing collectibles or art, the price or acquisition of which cannot be proven reliably,
  - n) Packages submitted without a label and non-system Packages (i.e. Packages submitted without having entered their data into the Packeta Information System prior),
  - o) Packages, the content or form of which may endanger health or life, damage the environment or destroy or damage other Packages or means of transport,
  - p) Packages, the visible content or form of which may be offensive or derogatory,
  - q) Packages containing valid and invalid banknotes and coins, duty and postal stamps and other valuables, jewellery, gemstones, precious metals, valuable papers with a labelled nominal value in other than insured Packages,
  - r) Packages containing endangered species specimens and specimens of freely living animals and freely growing plants, if not stated otherwise by a separate regulation, and
  - s) Packages containing items or goods, the circulation of which is limited or prohibited,
  - t) Packages excluded under the valid legislation and regulations.
- 4.3. Packeta is not obliged to accept a Package, which does not comply with the parameters under 4.1. of these Terms, or a Package excluded from delivery pursuant to these Terms, under 4.2 of these Terms. The Consignor is responsible for the contents of the Package. The Package may be opened and its contents inspected by Packeta only under the circumstances specified in 7.4. of these Terms.
- 4.4. Packeta is authorized to demand the payment of a fee from the Consignor for every Package he submits for transport, and which is not compliant with the parameters defined under 4.1 of these Terms, or is excluded from transport as per 4.2 of these Terms. The amount owed in this way is specified in the Price List.
- 4.5. Packeta may terminate the contract with the Consignor in case the Consignor submits more than 2% of total Packages submitted in a calendar month, which:
- a) Do not comply with the parameters specified in these Terms, and/or
  - b) Are excluded from transport under 4.2 of these Terms.
- 4.6. If the Consignor submits a Package to Packeta, which does not comply with the parameters, defined in point 4.1 of these Terms or is excluded from transport under 4.2 of these Terms, Packeta has the right to withdraw from the Separate Agreement.



The content, form and protection of the Package are the exclusive responsibility of the Consignor. The Consignor shall pack the Package into a firm and appropriate packaging and pad the inside of the Package in such a way as to prevent damage to its content during transport, storage and handling. Packaging material (boxes, envelopes etc.) shall be sealed by the Consignor to prevent opening (e.g. via duct tape). Further information regarding appropriate packaging of the Packages is available in “The Ten Commandments of Safe Package Transport”, available at [www.packeta.sk](http://www.packeta.sk).

## **5. Package Submission**

- 5.1. The Consignor shall enter the Package electronic data into the Information System and from there then proceed to print transport labels (hereinafter referred to as “Label”) and a list of transported Packages (hereinafter referred to as “Bill of Delivery”).
- 5.2. The Consignor is obliged to enter correct, comprehensive and clear data in the Information System, identifying mainly:
  - a) The Consignor of the Package (name of company, e-shop or a designation, under which the Consignor is known),
  - b) The Consignee of the Package, including a phone number and email address,
  - c) A place for returning Packages - Returns,
  - d) Means of accepting Returns, wherein the Consignor may choose:
    - To accept Returns opened by the Consignee and refused by the Consignee in front of Z-POINT staff,
    - To accept only unopened Returns,
  - e) Package data:
    - Insurance amount – Package value
    - C.O.D. Amount in case of a C.O.D. Package,
    - Weight, potentially also size of Package,
    - Place of Delivery of the Package (end-address of a Z-POINT, Z-BOX, PICK-UP-POINT or Consignee address),
    - Carrier or contracted carrier of Packeta (selected by the Consignor when delivering a Package to an address of a Place of Delivery),
    - Additional services (18+ Verification, Planned Handover),
    - Duty and customs (in case of Packages delivered outside of the EU).
- 5.3. The Consignor shall label each Package with a Label with a barcode in accordance with the Labelling Rules, available at [www.packeta.sk](http://www.packeta.sk).

The Consignor is responsible for the print quality of the Label and the barcode legibility. If the Package is not marked correctly with a Label and barcode in accordance with the Labelling Rules, is labelled with a faulty Label or the conditions of direct print of the Label were not met, the Consignor shall pay a fine in accordance with the valid Price List.

- 5.4. The Consignor shall submit the Package for transport at the Place of Dispatch. The list of possible Places of Dispatch is found in the Information System and may consist of:
- a) Packeta premises (e.g. depot),
  - b) Z-POINTS marked as Package submission spots,
  - c) Z-BOXes – automated pickup and submission places operated by Packeta,
  - d) Consignor-selected place (e.g. warehouse, shop), only after prior agreement with Packeta (Package haulage).

If the Consignor is submitting Packages utilizing Evening Delivery Bratislava within a single submission, these are submitted separately from other Packages.

- 5.5. Packeta accepting the Package shall be confirmed by a person empowered for such an act by Packeta (courier, Packeta depot staff, Z-POINT staff) on the Bill of Delivery presented by the Consignor.

The confirmation shall contain the date of accepting the Package, place, legible name of the person and signature. The Consignor shall check the acceptance of the Package under these Terms.

At the submission of a Package at a Z-POINT, the Z-POINT staff may accept the Package immediately into the Packeta Information System and print a Confirmation of Package Acceptance for the Consignor. The Confirmation substitutes the Bill of Delivery in such a case. If the Bill of Delivery is not confirmed or the Consignor was not given a Confirmation of Package Acceptance, the Package is not considered submitted to Packeta for transport and the Consignor has no right to file a claim against the submission of the Package at the Place of Dispatch or other claims and rights connected thereto.

The Package is considered accepted by Packeta for transport by scanning the barcode at the Place of Dispatch, in case of Package haulage by scanning the barcode by the haulage courier or at the depot. The Consignor shall check the scanning of the barcode under the previous sentence.

- 5.6. If the Consignor provides information regarding Z-POINTS or Z-BOXes on their website designated for ordering the Consignor's goods, the Consignor shall regularly and automatically maintain such information up-to-date, no less than once a day. The Consignor may integrate the Z-POINT and Z-BOX overview into their website via JS or the XML API, according to the technical documentation provided by Packeta



If the Consignor violates their obligation to update the Z-POINT and Z-BOX list on their website under the first sentence of this point of these Terms, Packeta is entitled to a contractual fee in the amount specified in the Price List. Packeta is also entitled to damages, mainly costs connected with a change of Place of Delivery of Packages addressed onto an incorrect address of a Z-POINT or Z-BOX arising as a result of outdated data on the Consignor's websites.

- 5.7. If the Consignor submits Packages on pallets or other transport packaging and the Consignor remands their return from Packeta, the Consignor shall ensure the pickup thereof at least twice in a calendar month, latest within 3 (three) days from having received the notice from Packeta at the place selected by Packeta. If the Consignor breaches these obligations under the previous sentence, Packeta shall ensure the disposal of pallets or other transport packaging without the Consignor being entitled to any reimbursement or damages.

## **6. Package Delivery**

- 6.1. The Place of Delivery and pickup of a Package by the Consignee may be:

- a) Z-POINT or Z-BOX address,
- b) Consignee address or
- c) PICK-UP-POINT address.

- 6.2. The following applies to picking up a Package delivered to a Z-POINT address:

- a) The Consignee of the Package is notified of its storage at the Z-POINT via email or text. This information also contains a password for identifying the Consignee for the Package pickup at the Z-POINT. The Consignee is assigned and sent the password from Packeta solely for the purpose of picking up and confirming the pickup of the Package and the Consignee shall protect it against abuse or loss.

If the Consignor utilized the Planned Handover service, the Consignee shall be informed of the Package storage only on the day selected by the Consignee at 07:00 AM, even if the Package had been delivered to the Z-POINT prior.

- b) The Consignee may pick up the Package during the opening hours of the Z-POINT, usually within 7 (seven) calendar days from having been notified of its storage, otherwise, the Package shall be returned to the Consignor. The Consignee may usually have the option to extend the period for picking up the Package at the Z-POINT to 21 (twenty-one) calendar days, if the Consignor had not cancelled such an option to extend the pickup period of the Package from the side of the Consignee under letter c) of this point of these Terms.

It is possible to extend the pickup period under this point of the Terms via:

- Mobile Packeta App,
- Website [www.packeta.sk](http://www.packeta.sk) – section “Package Tracking”,



- Phone through the Packeta Customer Service: +421 221 201 135.

Packeta is authorized to shorten the Package pickup period at a Z-POINT unilaterally in the period from 1<sup>st</sup> October to 31<sup>st</sup> January, though not shorter than 5 (five) calendar days without the possibility to extend. The notification of such a shortening of the Package pickup period shall be sent to the Consignor at least 7 (seven) days prior via the Client Section of the Information System, or via email onto an email address listed in the Client Section. Packeta shall publish information regarding the shortening of the period for picking up the Package on its website [www.packeta.sk](http://www.packeta.sk) in the "Blog" section.

- c) The Consignor may request to have the option to extend the Package pickup period to 21 (twenty-one) calendar days from the side of the Consignee cancelled via the Customer Service. The cancellation of the option to extend the period shall apply from the following day to all Packages submitted by the Consignor.
- d) The Consignee or the Consignee's representative may pick up the Package at the Z-POINT under the following conditions:
  - By proving their identity by providing the password or an ID card (if, for any reason whatsoever, the password is not at hand). If a person other than the Consignee provides the correct password, it is understood that such a person had been authorized by the Consignee to pick up the Package. If the Consignor utilized the 18+ Verification service, the Consignee or the Consignee's representative (given such a person provides the correct password) shall verify their age via an ID card or other ID documentation as a condition for receiving the Package and
  - In cases of C.O.D. Packages, by paying the full C.O.D. Amount via one of the methods valid under these Terms (e.g. cash, online via payment gate, payment card).
- e) The Consignee shall confirm the pickup of a C.O.D. Package by signing the Package Pickup Confirmation,
- f) If allowed by the Consignor in the Client Section, the Consignee may check the Package and contents thereof prior to accepting the Package, solely in the presence of Z-POINT staff and only after having paid the C.O.D. Amount. If the Consignee decides to refuse the Package, the C.O.D. Amount shall be returned to the Consignee immediately in cash or cashless onto the bank account from which it was paid under the Conditions for Paying the C.O.D. Amount via Card, available at [www.packeta.sk](http://www.packeta.sk),
- g) Packeta is authorized to redirect the Package onto the address of a different Z-POINT unilaterally, if the Z-POINT selected by the Consignor is closed at the time of delivery (e.g. due to technical reasons or due to holiday). The substitute Z-POINT shall be selected by Packeta to be as close as possible to the original Z-POINT within the given location, while

taking into account the availability of other Z-POINTS. Packeta is authorized to unilaterally redirect the Package onto the address of a different Z-POINT also within the period from 1<sup>st</sup> October to 31<sup>st</sup> January, if the Z-POINT selected by the Consignor is overloaded and cannot store further Packages at the time of Package delivery. The Consignor shall be informed of such a Package redirection onto another Z-POINT address via email.

6.3. For Packages delivered to a Z-BOX address, the following applies:

- a) The Consignee is notified of the Package arriving at the Z-BOX via email or text,
- b) The Package may be picked up from the Z-BOX in the following way:
  - Via the Packeta App, which shall pair with the Z-BOX upon arrival thereto automatically via Bluetooth (specifics regarding the opening of the locker are available directly within the Packeta App), or
  - Via the password provided in the text message (applies only to select Z-BOXes with a display, where it is possible to input the password from the text message and open the Package locker that way); the password is assigned and sent to the Consignee by Packeta solely for the purpose of Package pickup and pickup confirmation and the Consignee shall protect the password against abuse and loss.
- c) The Consignee shall pick up the Package within 2 calendar days from the day of it having been stored in the Z-BOX, otherwise, the Package shall be returned to the Consignor. The Consignee may extend this period directly within the Packeta App by 1 (one) calendar day. Packeta is authorized to shorten the period for Package pickup unilaterally within the period from 1<sup>st</sup> October to 31<sup>st</sup> January, but no shorter than 1 (one) calendar day with the possibility of extension by 1 (one) more calendar day,
- d) The C.O.D. Amount may be paid only via payment gate directly in the Packeta App prior to opening the Z-BOX with the Package (card or cash payment is not possible at a Z-BOX),
- e) The Package may be picked up at the Z-BOX only by the Consignee or the Consignee's representative after following the terms and conditions laid out in letters b) to e) of this point of these Terms,
- f) Packeta may unilaterally decide to redirect the Package to an address of another Z-BOX or Z-POINT, if the Z-BOX selected by the Consignor is objectively unable to hand out the Package to the Consignee at the time of Package delivery (e.g. due to technical reasons) The substitute Z-BOX/Z-POINT shall be selected by Packeta to be as close as possible to the original Z-BOX within the given location, while taking into account the availability of the surrounding Z-BOXes/Z-POINTS. Packeta is authorized to unilaterally redirect the Package onto the address of a different Z-BOX/Z-POINT also within the period from 1<sup>st</sup> October to 31<sup>st</sup> January, if the Z-BOX selected by the Consignor is already at capacity at the time of

Package delivery and cannot store further Packages. The Consignee is notified of such a redirection of the Package to a substitute Z-BOX or Z-POINT via email.

- 6.4. For Package delivery via Packeta courier onto the Consignee's address, the following applies:
- a) The Consignee is notified on the day of delivery of the arrival of the Package via email or text notification. The information contains:
    - Timeframe for Package delivery, C.O.D. Amount, password (PIN and QR code) for Consignee identification at the time of Package delivery and Packeta courier contact. The password is assigned to the Consignee and sent to the Consignee by Packeta solely for the purpose of Package pickup and pickup confirmation and the Consignee shall protect it against abuse and loss,
    - A link for paying the C.O.D. Amount via online payment gate, which the Consignee may perform even prior to the Package delivery by the Packeta courier,
  - b) Prior to the delivery itself, the Consignee is contacted by phone by the Packeta courier, with whom they may agree on the details of the Package delivery itself,
  - c) The Consignee or the Consignee's representative may pick up the Package from the Packeta courier under the following conditions:
    - By proving their identity by providing the password or an ID card (if, for any reason whatsoever, the password is not at hand). If a person other than the Consignee provides the correct password, it is understood that such a person had been authorized by the Consignee to pick up the Package,
    - In cases of C.O.D. Packages, by paying the full C.O.D. Amount via one of the methods valid under these Terms (e.g. cash, online via payment gate, payment card),
  - d) If the Consignee is not found at the Consignee's address at the time of delivery of the Package, the Package shall be:
    - Repeatedly delivered on the next business day (also applies in case the Packeta courier does not manage to contact the Consignee by phone) or
    - Stored at a Z-POINT nearest to the original address of delivery, if the Consignee has agreed upon such with the Packeta courier,
  - e) If the Consignee is not found at the Place of Delivery also during a repeated delivery attempt under letter d) of this point of these Terms, the Package may be, pursuant to an agreement with the Packeta courier:
    - Stored at a Z-POINT nearest to the original delivery address or
    - Repeatedly delivered to the address the next business day or
    - Returned to the Consignor; the listed option applies also if the Packeta courier was not able to contact the Consignee via phone.

- 6.5. For the delivery of the Package by a courier onto the Consignee's address via contracted carrier, the terms of the specific contracted carrier selected by the Consignor apply. Usually the following applies:
- a) Package delivery is notified via phone or text or email,
  - b) The Package pickup happens with the contracted carrier courier,
  - c) If the Consignee is not available at the Consignee's address, the Package is returned to the Consignor after the first or repeated unsuccessful delivery attempt or stored at the pickup point of the contracted carrier, dependant on the terms of the respective contracted carrier,
  - d) The Consignee or the Consignee's representative may pick up the Package at the courier of the contracted carrier after meeting the requirements,
  - e) A C.O.D. Package is handed over only after the payment of the C.O.D. Amount, which shall be paid in cash or via payment card, listed by the respective contracted carrier
  - f) The confirmation of Package pickup by the Consignee may also be delivered electronically.
- 6.6. For Package pickup delivered to a PICK-UP-POINT address, the terms and conditions of the respective contracted carrier selected for the delivery of the Package by the Consignor apply.
- 6.7. The Packages are delivered within the Delivery Period defined in the Price List. The Delivery Period is not guaranteed, i.e. Packeta does not guarantee the day nor the time of Package delivery. Any information regarding the Delivery Period of Packages (i.e. regarding the day or time of the delivery thereof) are considered only estimate and serve only for the informational purpose and are not binding for Packeta. Information regarding the transport and result of delivery of the Package is available on the webpage [www.packeta.sk](http://www.packeta.sk) in the part Package Tracking or within the mobile Packeta App.

## **7. Package Return**

- 7.1. If, under these Terms, it is not possible to deliver the Package to the Consignee's address or the Package is not picked up by the Consignee at a Z-POINT or Z-BOX or PICK-UP-POINT within the allotted period, or is refused by the Consignee, it is returned to the Consignor as a Return:
- a) To a Z-POINT or depot selected by the Consignor in the Client Section of the Information System for Return pickup; the Consignor shall pick up the Return within 7 (seven) calendar days from having been notified of its delivery to the Z-POINT or depot, potentially within the extend 21 (twenty-one) day extended period under these Terms; prior to picking up the Return at the Z-POINT, the Consignor shall verify the availability of the Z-POINT; if the Z-POINT is temporary closed (e.g. due to holidays), the Returns are not redirected to a different Z-POINT, instead, it is needed to extend the period for Return pickup via the Customer Service and pick the Return up once the Z-POINT opens again,

- b) Via Package haulage if Packeta provides haulage of Packages pursuant to an agreement with the Consignor; Package haulage is provided on the agreed-upon date and at the agreed-upon time, whereas the Consignor is notified prior of any potential changes (e.g. due to an adjustment in the haulage route affecting the Consignor).

7.2. If the Return cannot be successfully returned to the Consignor under these Terms, Packeta shall ensure its storage at the Consignor's expense, but for no longer than 21 (twenty-one) calendar days. The storage is charged as per the valid Price List. Packeta may, at its sole discretion, make another attempt to return the Return to the Consignor during the storage period (potentially also multiple attempts). The time period for the storage of the Return is in no way paused or interrupted thereby.

7.3. If the Consignor does not pick up the Package in the storage period under 7.2. of these Terms, Packeta will deposit it for a deposit period. The deposit period is 6 (six) months and starts on the day following the day, on which the storage period expired under 7.2. If the Consignor or Consignee requests the stored package to be handed over via email during the storage period at a Client Service address, Packeta will hand over the Package at any time. In the request, the Consignor or Consignee shall provide a detailed description of the Package, primarily:

- a) Consignor identification,
- b) Consignee identification,
- c) Date of submission and Place of Submission,
- d) Package number - if known.

Packeta shall send the deposited Package to the Consignor or Consignee to a Z-POINT address specified by the Consignor or Consignee.

7.4. Packeta is authorized to open the Package, if:

- a) It is not possible to hand it over to the Consignee and, at the same time, it is not possible to return it to the Consignor or if it is not to be returned to the Consignor according to the Agreement,
- b) There is a reasonable suspicion, that it contains an item considered dangerous under these Terms, the transport or submission of which is not allowed, or an item excluded from transport under these Terms,
- c) It has been damaged,
- d) There is a reasonable concern, that damage has been or could be caused during delivery to the Consignee,
- e) It is necessary to uphold an obligation bestowed upon Packeta by a special legal regulation.

Packeta is obliged to notify the Consignee at the moment of delivery, or the Consignor, of having opened the Package.

The Contents of the Package may be inspected only to the extent necessary for the purpose of the inspection. If opened, protection of facts protected under a special law must be ensured, as well as postal and letter confidentiality. Packeta does not have the right to open a Package, which is obviously, as per an international contract also reflected in the laws of the Slovak Republic, untouchable.

- 7.5. After the deposit period expires under 7.3 of these Terms, Packeta is authorized to dispose of the Return without the Consignor being eligible for any type of damages or reimbursement.
- 7.6. Packeta is authorized to dispose of the Package or part thereof even prior to the expiration of the deposit period under 7.3 of these Terms, if the content deteriorates during this period or if it is necessary to prevent damage to health and life. Packeta shall produce a disposal report, to be delivered to the Consignor.

## **8. C.O.D.**

- 8.1. Packages intended to be sent with the C.O.D. service selected by the Consignor, the Consignor shall list the C.O.D. Amount and currency, in which the C.O.D. Amount shall be collected, in the Information System. Packeta shall collect the selected C.O.D. Amount from the Consignee in the currency of the country of the Place of Delivery of the Package.
- 8.2. Information regarding the C.O.D. Amount shall also be reflected in the Bill of Delivery.
- 8.3. Packages delivered to a Z-POINT may have their C.O.D. Amount changed by the Consignor until the Package is handed over at the Place of Dispatch.
- 8.4. The Consignee may pay the C.O.D. Amount:
  - a) In cash at Z-POINTS or with contracted carrier couriers; Packeta shall provide, at the Consignee's request, proof of collecting the C.O.D. Amount,
  - b) Via an accepted payment card at selected Z-POINTS or with selected contracted carrier couriers; the surcharge for paying the C.O.D. Amount via payment card shall be paid by the Consignor in accordance with the valid Price List; further terms and conditions regarding the payment of the C.O.D. Amount via payment card are regulated by the Conditions for Paying the C.O.D. Amount via Card, available at [www.packeta.sk](http://www.packeta.sk); the Consignor may forbid C.O.D. Amount payment via payment card at any time from within the Client Section of the Information System, where the cancellation of such an option becomes valid at the latest on the 10<sup>th</sup> (tenth) business day from the Consignor having made such a change,
  - c) Online via payment gate within the Packeta App or via a link received via text message or email – applies to Packages delivered to Z-POINTS and Z-BOXes.
- 8.5. The C.O.D. Amount collected from the Consignee is normally credited to the Consignor in EUR. The Consignor may select a different currency in the Information System, in which the C.O.D.

Amount collected from the Consignee should be credited, in accordance with the current offer in the Information System.

The terms and conditions of crediting the C.O.D. Amount in a different currency are furthermore regulated in the Currency Conversion Regulation available at [www.packeta.sk](http://www.packeta.sk).

8.6. The C.O.D. Amount collected from the Consignee, after being accounted under point 8.7 of these Terms, shall be credited by Packeta onto the bank account selected by the Consignor in the Information system, within a period of:

- a) 10 (ten) business days from the day of collection from the Consignee, if the C.O.D. Amount was collected in the Slovak or Czech Republic and is to be credited onto the bank account of the Consignor held in the same country, in which it was collected,
- b) 15 (fifteen) business days from the day of collection from the Consignee, if the C.O.D. Amount was collected in a country different than Slovak or Czech republic and is to be credited onto the bank account of the Consignor held:
  - In the country, in which it was collected or
  - In a country different from the country it was collected in.

The obligation of Packeta is considered fulfilled on the day of the C.O.D. Amount being deducted from the account of Packeta towards the bank account of the Consignor.

8.7. Packeta is authorized to hold the outstanding debt of the Consignor against the C.O.D. Amount collected from the Consignee with the receivables of Packeta for the remuneration of Packeta under these Terms, usually performed on a weekly basis, where:

- a) if the C.O.D. Amount collected for the previous week is higher than the remuneration of Packeta under these Terms, the invoiced remuneration of Packeta is subtracted from the total C.O.D. Amount to be credited to the Consignor and the difference is then credited to the Consignor's account,
- b) if the C.O.D. Amount collected for the previous week is lower than the remuneration of Packeta, the full C.O.D. Amount is subtracted from the invoiced remuneration of Packeta and the Consignor pays the difference.

If the C.O.D. Amounts are paid in a different currency, a separate document is issued – the C.O.D. Summary, which does not constitute a tax document. Packeta shall inform the Consignor of balancing under this point in writing, where for the avoidance of doubt it applies that such balancing is possible also in regards to overdue receivables.

8.8. If any receivables are outstanding towards Packeta from the Consignor on the day of the C.O.D. Amount being collected from the Consignee, Packeta may postpone the payment of the C.O.D. Amount to the Consignor until such a moment where the Consignor has paid all outstanding

receivables or unilaterally balance mutual receivables, of which the Consignor shall be informed in writing.

- 8.9. Packeta has the right to include any payable and non-payable account receivables towards the Consignor in the payment of the C.O.D. Amount, with which the Consignor explicitly agrees by accepting these Terms.
- 8.10. All costs and fees incurred in relation to the bank transactions and C.O.D. Amount transfers are to be paid by the Consignor.

## **9. Remuneration**

- 9.1. The Consignor agrees to remunerate Packeta for:
  - a) Providing and/or carrying out transport of the Package (under point 9.8 of these Terms),
  - b) All other services and actions related to the transport of the Package listed in these Terms.The amount due is regulated by the Price List valid available at [www.packeta.sk](http://www.packeta.sk) or by a separate prices agreed in writing between Packeta and the Consignor. The Consignor may also ask for separate price agreements for services provided by Packeta at the email address [obchod@packeta.sk](mailto:obchod@packeta.sk) if the Consignor submits a large quantity of Packages. Packeta shall assess the volume and at its sole discretion shall make the Consignor a price offer. Pursuant to a written confirmation of the price offer by the Consignor, these separately agreed-upon pricing amounts apply to services provided by Packeta.
- 9.2. A deciding criterion for the amount due for providing or facilitating transport of the Package are mainly:
  - a) Package parameters; if Packeta discovers that the size and weight of the Package differ from those listed by the Consignor, for the purpose of remuneration amount, the parameters discovered by Packeta apply,
  - b) Place of Dispatch
  - c) Service type and Packeta contracted carrier (delivery to a Z-POINT, Z-BOX, PICK-UP-POINT or Consignee address),
  - d) Chosen country.
- 9.3. In addition to remuneration for providing/facilitating transport of the Package, the following is also added:
  - a) A Z-POINT submission surcharge – billed with the Package transport price if the Place of Dispatch is any Z-POINT within Slovakia,
  - b) Fuel surcharge – billed with the Package transport price delivered to a Z-POINT and with the price of Package transport delivered to a Consignee address within the Slovak Republic (in case of other Packages to an address of a Place of Delivery, it is already contained



within the base remuneration for transport), the price of which is defined as a percentage (%) from the remuneration of Package transport without VAT. Further information regarding the fuel surcharge are updated every month and published at [www.packeta.sk](http://www.packeta.sk),

- c) Toll surcharge – billed with the price of Package transport delivered to a Z-POINT and with the Package transport price delivered to a Consignee address within Slovak Republic (in case of other Packages to a Place of Dispatch it is already included in the base remuneration for transport), with regard to Package weight,
- d) C.O.D. Amount paid by payment card surcharge – billed with the price of Package transport; the amount of this surcharge is defined as a percentage (%) of the C.O.D. Amount,
- e) air transport surcharge – billed with the price of Package transport based on the terms and conditions of the respective contracted carrier,
- f) in case of Packages with the C.O.D. service for international contact, exchange rate surcharge, regulated by the Currency Exchange Rules available at [www.packeta.sk](http://www.packeta.sk).

9.4. For the purpose of setting the fees for additional services and activities concerning the transport, the deciding factor is which services or activities were utilized during Package transport. The following is also part of the remuneration:

- a) payment for every transaction of C.O.D. Amount payment via payment card (as percentage from the C.O.D. Amount paid via payment card).
- b) fees for additional services (e.g. Return Logistics, C.O.D. – also owed in case of a Return),
- c) fees for services necessary for reasons on the side of the Consignor (e.g. repeated delivery of the Package to the Consignee – if billed by the carrier, Return storage, facilitating transport by Packeta of a Package not meeting parameters under these Terms),
- d) customs service fee, if utilized by the Consignor (e.g. a surcharge for every item on a customs declaration, surcharge for producing a customs declaration).

9.5. In the case of a Return, the Consignor shall pay the full remuneration for the Package regardless of whether or not the Package was a C.O.D. Package.

9.6. The remuneration for Packeta is billed as part of the invoice, the due date of which is 7 (seven) calendar days from its day of delivery to the Consignor under point 9.7 of these Terms. Packeta invoices its owed remuneration to the Consignor on a weekly basis, usually for the entire previous week. If the date of the last date of the month falls onto a different day than Sunday, the weekly invoice for that week includes only the days of the ending month. The days of the new month are included in the weekly invoice of the next week.

9.7. By inputting the electronic data of the Package into the Information System, the Consignor agrees to the option of electronic invoicing. The electronic invoice sent via email to an email address specified by the Consignor in the Information System is also saved within the Client

Section of the Information System. The invoice is considered delivered on the day of it being sent and saved in the Client Section (if these dates differ, then the later date applies).

- 9.8. Packeta is entitled to remuneration under these Terms from the point of the Package being submitted at the Place of Dispatch, regardless of whether or not the Package was successfully delivered to the Consignee or whether a Return was returned to the Consignor.
- 9.9. The Consignor agrees to pay a delay interest in the amount of 0.05% of the owed amount for each begun day of the delay in case the Consignor is delayed with the payment of the invoice issued by Packeta.
- 9.10. In case the Consignor is delayed with the payment of the remuneration of the invoice issued by Packeta, Packeta has the right to demand payment for other services under these Terms in full and in cash or beforehand from the Consignor, even if agreed differently in a separate contract.
- 9.11. Packeta, for as long as the Package is in its possession or as long as it has documents giving it the right to handle the Package, has a bailee's lien on the Package for provisions of the Consignor outstanding from all contracts entered into with the Consignor. In case Packeta is not paid the full amount of the invoice issued by Packeta within the additional period specified in the call for payment, Packeta has the right to satisfaction from the takings from the sale of the subject of the lien.
- 9.12. Packeta reserves the right of a one-sided change in the Price List. In case of such a change, Packeta is obliged to notify the Consignor in the client section of the Information System by publishing the current Price List at [www.packeta.sk](http://www.packeta.sk), usually at least 7 (seven) calendar days prior to it becoming valid, latest on the day of it becoming valid.
- 9.13. In case Packeta billed the Consignor for an incorrect amount for the remuneration of Packeta, the Consignor shall notify Packeta and point to the specific discrepancy, no later than 3 (three) days from the Consignor receiving such an invoice of remuneration issued by Packeta. If the Consignor does not do so, it is understood that the billing for the remuneration of Packeta listed in the invoice is correct and Packeta is eligible for being paid remuneration in accordance with the invoice.
- 9.14. If the Consignor claims a discrepancy in the remuneration invoice issued by Packeta, the due date of the invoice in question is not changed and the Consignor is obliged to pay the invoice in the specified period. Potential discrepancies shall be resolved under a claim process, as specified in the Return Policy available at [www.packeta.sk](http://www.packeta.sk).

## **10. Liability for Damage**

- 10.1. Packeta is liable to the Consignor for damage caused as a result of:

- a) Damage caused to the Package (where damage means a change of state, i.e. change in quality, size, structure, durability, composition of an item contained within the Package, which can be resolved by repair, or such change, which might not be resolvable by repair, but the items remain usable for their original purpose nonetheless),
- b) Decrease in content of the Package,
- c) Loss of Package,
- d) Destruction of the Package (where destruction is such a change of state of an item contained within the Package, which is not resolvable by repair and, as a result of such, the items are no longer usable for their original purpose),
- e) Failure to deliver the Package,
- f) Loss of Package.

Packeta is only liable to the Consignor for the damage under a) to f) under the condition, that the damage occurred during provision or facilitation of transport services of the Package, from the moment of accepting the Package from the Consignor at the Place of Dispatch up to the moment of delivering the Package to the Consignee or returning the Package to the Consignor, under the condition that the damage was proven and claimed within 6 (six) months from the day following the day of collection of the Package, otherwise such a right is null and void.

- 10.2. Packeta is liable to the Consignor only for damage up to 700 EUR (seven hundred EUR).
- 10.3. Packeta is liable to the Consignor only for real damage to the Package within the timeframe of facilitating transport, which is the period starting with the collection of the Package from the Consignor at the Place of Dispatch and concluding with the delivery of the Package to the Consignee or its return to the Consignor. Real damage is represented in the amount by which the Package value decreased. The value of the Package is determined by the purchase price of the item contained in the Package.
- 10.4. Packeta is not liable for:
  - a) Any other damage to the Package, lost profit of the Consignor, delay fees, contractual fines, penalties, third-party claims or Consignor's obligations towards third parties and subsequent damage,
  - b) Damage to the Package during transport facilitation by Packeta, from the moment it was accepted from the Consignor at the Place of Dispatch and until the moment it was delivered to the Consignee or returned to the Consignor, if such damage was caused by:
    - Consignor, Consignee, owner of the Package, carrier in a contractual relationship with the Consignor, person handling the Package prior to Packeta accepting it at the Place of Dispatch,
    - Fault contained within the Package, its own nature or other usual deterioration,



- Damaged or insufficient Package packaging or way of packaging,
- The Consignor submitting a Package containing goods excluded from transport under these Terms,
- Insufficient, incorrect or misleading information from the Consignor regarding the contents and nature of the Package.

c) Failure to meet the Delivery Period, any subsequent damage caused by failure to meet the Delivery Period.

- 10.5. If damage was caused to the Package during facilitating transport via third party – contracted carrier, i.e. from the moment of submission of the Package to the contracted carrier until the moment of delivery of the Package by the contracted carrier to the Place of Delivery, damages shall be handled by Packeta in cooperation with the contracted carrier.
- 10.6. The Consignor is liable for damage caused by the Package or its content, if the Consignor submitted the Package for delivery in violation with these Terms. The Consignor is liable also for damage caused to third parties by doing so.
- 10.7. Packeta is not obliged to have the Package insured through an insurance agreement. The Consignor may ask to have the Package insured via a separate agreement between Packeta and the Consignor.
- 10.8. If the Consignor or Consignee is delayed with the pickup of the Package, the Consignor or Consignee becomes liable for damage at the moment, when such delay begins.
- 10.9. If the Consignor submits the Package to Packeta via third parties, damage liability is transferred to Packeta only upon the Package being submitted at the Place of Dispatch.
- 10.10. Paying damages is regulated by the Return Policy available at [www.packeta.sk](http://www.packeta.sk).

## 11. Damages

- 11.1. If damage occurs to the Consignor, which, under these Terms, is considered to be the responsibility of Packeta, the Consignor is eligible for damages. Such a claim can be made by the Consignor or Consignee by submitting a claim in accordance with the Return Policy available at [www.packeta.sk](http://www.packeta.sk)
- 11.2. In case of **damage to the Package**, appropriate funds for repairs necessary for restoring the Package contents to their default state, including costs for disassembly and assembly of items, shall be provided by Packeta to the Consignor. The price of redeemable and salvageable remains of replaced parts is deducted from these costs. If the damaged Package is not repaired, but remains usable for its original purpose even with the damage, the Consignor is eligible for damages as the difference between the price of the contents of the Package before and after the damage occurred. The value of the damaged content of the Package is assessed in an expert



evaluation, potentially also represents the net taking from the sale of the damaged Package, if the Consignor consents to such a sale.

If damage is caused to an already used or second-hand (older) item contained within a Package, real value is assessed based on the age of the damaged item, its wear and depreciation on the day of its reception in a Place of Dispatch. Packeta is not liable for damage in excess of the value assessed in such a way.

- 11.3. In case of **loss or destruction of the Package**, Packeta shall provide to the Consignor damages representing the real value of the Package, though no higher than the value specified by these Terms. The real value of the Package is, for the purpose of these Terms, the purchase price for which the Consignor sold the Package content to the Consignee; otherwise it is the real purchase price of the item contained within the Package. The amount of damage is then verified through presented documentation in accordance with the Return Policy.
- 11.4. In case of **decrease in content or destruction of part of the content of the Package**, Packeta provides the Consignor damages representing the real value of the content part of the Package representing the decrease, or which was destroyed. The real value of the part of the contents of the Package representing the decrease or which was destroyed is defined as the difference between the purchase price, for which the Consignor sold to the Consignee the Package contents and the Package value after the decrease in content or destruction of the parts of the content of the Package. The amount of damage is then verified through presented documentation in accordance with the Return Policy.
- 11.5. In case of **damage to the Package or part of its content, which is not readily apparent at the time of the Consignee picking up the Package**, Packeta shall provide the Consignor damages in accordance with point 11.2. and 11.4. of these Terms. The right to damages also applies, if it is proven that the damage to the Package or part of its content have occurred during the facilitation or provision of Package transport, i.e. after Packeta accepted the Package from the Consignor at the Place of Dispatch until the moment of the Package being delivered to the Consignee, whereas the claim from the Consignee's side shall be, in accordance with the Return Policy, lodged at the latest on the next workday following the Package pickup by the Consignee. In a case defined in the first sentence of this point of these Terms, the Consignee is eligible for damages in the amount lowered by the damages paid out for the same Package to the Consignor. If, between lodging a damages claim by the Consignee and before the claim being processed under the Return Policy, the Consignor claims damages, the damages shall be paid to the Consignor, while notifying the Consignee of having done so. If the Consignor claims damages after damages under these Terms were paid to the Consignee, Packeta shall notify the

Consignor of this and the Consignor is eligible for damages lowered by the amount of damages paid to the Consignee.

- 11.6. For damage, loss or destruction of a Package containing documents, Packeta shall provide the Consignor damages in the amount of the price for the submitted Package.
- 11.7. In case the collected C.O.D. Amount is not credited onto the Consignor's account under these Terms, Packeta shall pay damages to the Consignor in the amount of the C.O.D. Amount listed at the time of Package submission.
- 11.8. If Packeta recognizes the damages under 11.2 to 11.4, Packeta shall also return to the Consignor the amount paid for submitting the Package, potentially also pursuant to an agreement with the Consignor, the Package transfer is provided at no cost in the aliquot price.
- 11.9. The Consignor shall allow Packeta to personally and physically inspect the extent of the damage. Due to this, the Consignor is obliged to prevent any further handling of the Package and to ensure that the packaging, in which the Package was delivered, is kept. For the same reasons, the Package must not be disposed of or transported to a different location without the express permission of Packeta.
- 11.10. If the Consignor violates their obligations defined in sections 10 and 11 of these Terms, it is understood, that no damage, for which Packeta would be liable, has occurred to the Package.

## **12. Personal Data Processing**

- 12.1. Packeta is the Controller under art. 4, clause 7. of the Directive of the European Parliament and of the Council (EU) 2016/679 from April 27 2016 on the protection of natural persons with regard to the processing of personal data and rules relating to the free movement of personal data, by means of which policy 95/46/ES is cancelled (general directive on data protection) (hereinafter referred to as "GDPR Directive") and § 5 letter o) of act no. 18/2018 Coll. Law on personal data protection (hereinafter referred to as "Law").
- 12.2. For the purposes of performing the agreement entered into between Packeta and the Consignor, Packeta processes personal data of the Consignor and/or Consignee in case the Consignor and/or Consignee are natural persons.
- 12.3. Packeta shall provide the Consignor with access to the Information System, in which the database intended for personal data collection for the purposes of providing Services is located. Access shall be granted to the Consignor only to the extent necessary for Packeta to provide Services.
- 12.4. Personal data under point 12.2 of these Terms are provided by Packeta to Z-POINTS operating as Processors under art. 4 clause 8. Of the GDPR Directive and § 5 letter p) of the Law, i.e. Z-POINTS process personal data on behalf of Packeta.

- 12.5. A separate Personal Data Processing Agreement exists between Packeta and each Z-POINT (hereinafter referred to as “Personal Data Processing Agreement”).
- 12.6. A Z-POINT may empower another Processor to process personal data (hereinafter referred to as “Sub-processor”), where the Z-POINT shall notify Packeta of having empowered such a Sub-processor in writing prior to doing so.
- 12.7. Packeta is entitled to object to a Sub-processor within 5 (five) business days from the day of having received written notification under point 12.6. If Packeta does not voice its objections against a Sub-processor within the assigned period, Z-POINT may empower the Sub-processor to process personal data. If Packeta voices its objections against a Sub-processor being appointed by a Z-POINT, the Z-POINT shall not appoint that Sub-processor.
- 12.8. If a Z-POINT involves a Sub-processor in order to process personal data, the Z-POINT must bind the Sub-processor with the same obligations for protecting personal data in an agreement, as are stipulated in the Personal Data Processing Agreement and in the GDPR Directive and the Law. If the Sub-processor fails to fulfil their obligation of protecting personal data, the Z-POINT which appointed the Sub-processor is liable to Packeta for the Sub-processor fulfilling their duties.
- 12.9. Further information about personal data processing is available at [www.packeta.sk](http://www.packeta.sk):
  - a) Personal data processing information,
  - b) Cookie policy.

### **13. Final Provisions**

- 13.1. If an agreement with an international element is entered into, the contractual parties have expressly agreed, that the legal relationships between them shall be governed by the valid legislative of the Slovak Republic.
- 13.2. The contractual parties have expressly agreed on the right to deliver documents via electronic means – email, without the necessity of sending a physical copy via regular mail at the same time. The contractual party – sender shall send any documents sent electronically onto all email addresses listed as “contact” in the separate agreement if the separate agreement has been signed with the Consignor, or to contact data of the customer service of the vendor listed in the Client Section of the Information System, along with the request of notification of the delivery to the addressee, where for the purposes of delivery, the date listed in the notification is deciding.
- 13.3. Notifications and requests directed towards a termination of the Agreement or claiming obligation rights shall be sent via electronic means – email by the contractual parties. The attachment to such an email (in form of a .pdf file) shall consist of the specific document with identifying information of the sending and receiving party, with the sending contractual party's written

signature on each page of the document. The contractual party – sender shall send all documentation via electronic means along with a request for notification of the delivery to the addressee, where for the purposes of delivery, the date listed in the notification is deciding.

- 13.4. Contractual parties shall notify each other of any changes in the contact information immediately and without delay.
- 13.5. If any provision of these Terms or any part thereof is deemed, for any reason whatsoever, invalid, it shall be deemed deleted for that purpose. This does not affect the validity of the remaining parts of these Terms.
- 13.6. These Terms are available at [www.packeta.sk](http://www.packeta.sk). Packeta reserves the right to amend and change these Terms at any time, where it shall notify the Consignor of this by publishing the updated Terms at [www.packeta.sk](http://www.packeta.sk) usually 15 (fifteen) days prior, latest on the day of the changes entering into effect. The Consignor agrees to periodically and regularly check the internet sites of Packeta and familiarize themselves with the changes made to the Terms and, if the Consignor does not agree with any published change, the Consignor is authorized to terminate the Agreement entered-into between the Consignor and Packeta in writing, by way of delivering the termination to the day of such changes to the Terms entering into effect. The termination enters into effect at the moment of the changes to the Terms entering into effect. Otherwise it is understood that the Consignor has familiarized themselves with the performed changes, agrees to them and agrees to be bound by them from the day of them entering into effect.
- 13.7. These Terms constitute an indelible part of every Agreement entered into by Packeta under these Terms and the Separate Agreement entered-into between Packeta and the Consignor. The Terms have all the requirements of postal terms under Act no. 324/2011 fol. law on postal services.
- 13.8. Legal relationships not regulated by these Terms are governed by Act no. 324/2011 fol. law on postal services, Act no. 513/1991 Coll. law of the Commercial Code, as amended.