

TERMS AND CONDITIONS

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, IČ (Identification Number) 28408306, (hereinafter as the "**Forwarding Agent**") and the sender of the consignment (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. These Conditions are an integral part of any Forwarding or Postal Contract concluded by the Forwarding Agent.
- 1.2 These Conditions consist of following Annexes: No.1 – Price List, No. 2 – Currency Conversion Rules, No. 3 – Rules of Marking Consignments with Labels, No. 4 – Conditions for C.O.D payment by payment card.
- 1.3 The Client hereby declares that they have acquainted themselves with the contents of the Conditions prior to concluding the Forwarding Contract and that they agree with them and accept them without reservation.
- 1.4 **Information System** is an electronic system operated by the Forwarding Agent, which records the contractual relationships with individual Clients, electronic data on Consignments that are the subject of delivery and data on the status and location of Consignments. The Client is entitled to access the Information System.

Each Client must be registered as a Client in the Information System. The Client is obliged to enter Client's real data (as a natural person or a legal entity) into the Information System at the registration and the Forwarding Agent is entitled to verify these data. The Client is obliged to enter especially their real name and surname, or the business name of the company and the company's Identification Number (IČ) and the registered office address. During the contractual relationship the Client is entitled to change the data only with the consent of the Forwarding Agent and only if they were also changed in public lists (the Commercial Register, the Trade Register etc.).

By entering electronic data about the Consignment into the Information System the Client concludes a contract with the 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 without reservations.

The Forwarding Agent reserves the right to refuse or cancel the registration of the Client in the Information System, especially but not exclusively due to poor payment morale of the Client, insolvency proceedings, poor previous business experience with the Client, damage to the Forwarding Agent's reputation by the Client, etc.

- 1.5 **Consignment** is an item which is handed over by the Client to the Forwarding Agent for its delivery to the Recipient.

- 1.6 **Recipient** is a person who is designated by the Client as a Recipient of the Consignment.
- 1.7 **Application** is a mobile application issued by the Forwarding Agent enabling the Recipient and the Client to perform the offered actions. The Application can display advertising texts and banners on the home page. Within such a display, there is no further processing of personal data or monitoring of the Client's activity.
- 1.8 **Place of Dispatch** is a place where the Consignment is handed over to the Forwarding Agent.
- 1.9 **Place of Delivery** is the address chosen by the Client to which the Consignments is to be delivered.
- 1.10 **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.
- 1.11 **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.
- 1.12 **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.
- 1.13 **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, arranging the transport 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.
- 1.14 **Return Logistics** is a service consisting of arranging the transport of a Consignment, which the Recipient sends back to the Client in order to exercise a warranty claim for the delivered goods. The Forwarding Agent shall take over the Consignment from the Recipient on the basis of the Client's instruction.
- Return Consignment** is a Consignment that the Recipient has received through the Forwarding Agent and, based on an agreement with the Client (warranty claim, withdrawal from the contract), sends it back to the Client through the Forwarding Agent.
- 1.15 **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.

- 1.16 **Returned Item** is a Consignment that is returned to the Client due to not being picked up by the Recipient or for other reasons.
- 1.17 **Age Verification Service** has the meaning given in Article 2.7 of the Conditions and is charged according to the Price List.
- 1.18 **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.

2. Parameters of the Consignment

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

The Standard Consignments must meet the following requirements:

- i. Maximum value of the Standard Consignment – 20 000 CZK / 700 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 are not the Standard Consignments and must meet the following requirements:

- i. Maximum value of the Oversized Consignment – 20 000 CZK / 700 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 Shipment**. 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 Information System.

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 20 000 CZK; should the value of the goods in the Consignment exceed CZK 20,000 the Client acknowledges that the Forwarding Agent shall be liable only for damage up to the amount of 20 000 CZK. The stated maximum amount 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 or third parties;
- 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, 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. Consignments not constituted of a uniform entity such as a block or cube, eventually an envelope, as well as packets or boxes joined 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. 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 Information System).
- 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 The Forwarding Agent is entitled to withdraw from a Contract with the Client if the Client hands over to the Forwarding Agent for transportation more than 2% of Oversized Consignments or Consignments that do not meet the requirements stated in Article 2.1 of the Conditions or that are excluded from transportation under Article 2.2 of the Conditions within one calendar month.
- 2.5 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.

- 2.6 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 or storage and handling. The Forwarding Agent shall be liable only for refraining from damaging the 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 immediately upon receipt of the Consignment.

Transport packaging (boxes, envelopes etc.) must be secured by the Client (e.g. with tape) to prevent opening.

- 2.7 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 Information System. 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. The list of persons (name, surname and the last 4 digits from the identity card) who picked up the Consignments marked with the Age Verification service will be attached to the invoice issued by the Forwarding Agent and sent to the Client.

- 2.8 Each Client is entitled to set up the Return Logistics service in the Information System. The Recipient shall be then entitled to send the accepted Consignment back to the Client via the Forwarding Agent. The Return Logistics service is not intended for Consignments delivered to the Recipient by an entity other than the Forwarding Agent.

3. Acceptance of the Consignment by the Forwarding Agent

- 3.1 The Client shall enter electronic data pertaining to the Consignment into the Information System and then can print out a list of Consignments intended for transportation from the Information System (hereinafter as a “**Delivery Note**”).

- 3.2 The Client hands over the Consignment at the Place of Dispatch. Acceptance of the Consignment can be confirmed on the Delivery Note. The Consignment is submitted only by a confirmation of receipt of the Consignment in the Information System. If the Client hands over

a Consignment to the Forwarding Agent through a third party, then the risk of damage passes to the Forwarding Agent only when the Consignment is in reality taken over at the Place of Dispatch.

The list of possible Places of Dispatch is given in the Information System, it can be:

- i. The business premises of the Forwarding Agent; or
- ii. A Submission Point; or
- iii. A place determined by the Client (e.g. warehouse, shop) on the basis of a prior agreement with the Forwarding Agent.

The Client shall hand over the Consignment to the Forwarding Agent in no later than 3 months from the date of entering the electronic data into the Information System, otherwise the Consignment is automatically annulled. Shall a Consignment be handed over to the Forwarding Agent after 3 months from the date of entering the electronic data into the Information System, it will be automatically returned to the Client in the form of a Returned Item.

- 3.3 If the Consignment is submitted at a Submission Point according to the Article 3.2. point ii. of the Conditions, the Submission Point may immediately confirm receipt of the Consignment in the Information System. If the Submission Point is unable to confirm the receipt of the Consignment in the Information System for operational reasons immediately, the worker at the Submission Point shall confirm the Delivery Note to the Client.
- 3.4 The Client must enter in the Information System correct, complete and comprehensible data identifying themselves, the Recipient, the Place of Delivery, and data regarding the Consignment.

The Client must provide the following information:

- i. Identification of the Recipient of the Consignment (name, surname, or company business name), including telephone contact and e-mail;
 - ii. 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;
 - iii. Determination of the Consignment's value.
- 3.5 The Client must mark each Consignment with a label bearing a barcode pursuant to these Conditions and to the Rules of Marking Consignments with Labels. The Client shall be responsible for the print quality of the label and the legibility of the barcode. If the Consignment is incorrectly marked with a label with a barcode as per the Rules of Marking Consignments with Labels, the Client must pay a surcharge to the price according to the current Price List (hereinafter as the **“Re-labelling of the Consignment”**). It is forbidden and the Client is not entitled to mark the Consignment with a duplicate label (i.e. a label with the same trace number which was already used in the transport of the Consignment) both within one or more days.
 - 3.6 **The Wrong Label.** If the Client marks the Consignment with a so-called the Wrong Label or if there is no label at all the Client does not fulfil his obligation according to Article 3.5.

of the Conditions. The Label on the Consignment is considered wrong if it cannot be handled in the standard offline way or by an online barcode reader or if the Consignment's data was not properly or correctly uploaded to the Information System by the Client, and therefore the Consignment cannot be delivered. In the case of Re-labeling of a Consignment because of the Wrong Label, the Client shall pay a fee according to the current Price List.

In particular, the most common reasons for the inability to process the Wrong Label are:

- illegible printing (running out of printer toner);
- offset printing (e.g. missing piece of bar code due to shifted paper in printer, wrong format);
- manipulation with the data of the Consignment in the Information System after printing of the original label and before the physical submission (eg. change of the Pick-up Point);
- badly or poorly glued transport label (partially detached, torn, taped with transparent tape and too shiny, or printing due to tape fades etc.);
- the label on the Consignment is completely or partially missing.

3.7 The Client is obliged to automatically update the information on Pick-up Points on their sale website for the purpose of delivering Consignments from the Forwarding Agent regularly, at least once a day. The Client is obliged to pay a contractual penalty as per the Price List should the Client fail to update the list of Pick-up Points at least once a day.

3.8 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 the Consignment by the Recipient

4.1 The Places of Delivery is:

- 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 1st October to 31th 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.

4.3 The Recipient shall be notified about the storage of the Consignment via e-mail and at least by one other means: SMS, or notification via the Application, Facebook, Messenger or other appropriate service enabling delivery control. This information includes a password designed for the identification of the Recipient when collecting 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 four 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:

- i. To the Pick-up Point that the Client selected in the Information System for picking up the Returned Items; if so, the Client is obliged collect the Returned Item within 7 calendar days of notification of the delivery of the Returned Item at the Pick-up Point; or
- ii. During the process of gathering Consignments if the Forwarding Agent provides the gathering of the Consignments on the basis of an agreement with the Client.

4.6. If the Consignment is delivered to a specific address of the Recipient and the Recipient or a person authorized by the Recipient cannot be reached, the Forwarding Agent is entitled to leave the Consignment at the central receipt point (a reception or a mail room) if such a point is available at the Place of Delivery. The Forwarding Agent is also entitled, to leave the Consignment to be picked up at the Pick-up Point, if the Recipient cannot be reached at the specific address, which is the nearest Pick-up Point to the original delivery address or at 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.

4.7 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 calendar 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.

4.8 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.

4.9 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.

- 4.10 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 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.

- 4.11 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 Information System and on the Delivery Note if the Forwarding Agent should collect C.O.D. when handing over the Consignment.
- 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. In the Information System, the Client is entitled to select 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 Information System. 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. If Forwarding Agent records any debts of the Client on the day of collection of the C.O.D from the Recipient, Forwarding Agent is entitled to withhold the payment of the C.O.D. to the Client until full payment of such debts, even in the form of unilateral offsetting of mutual receivables according to Article 5.5. of the Conditions.

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 and

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.

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, the Forwarding Agent is not in default.

- 5.5 The Forwarding Agent is entitled to unilaterally include in the C.O.D. payment to due and undue receivables from the Client. Performed credits and remitted C.O.D payments shall be accounted. The clearance may be annexed to the tax document (the invoice).

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 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 in cash or through the Application. Should the Client not ban payment of C.O.D. by card in the Information System, it is possible for the Recipient to pay the C.O.D. by an accepted payment card. The option of card payment is available in selected Pick-up Points. The fee from C.O.D. payment by payment card shall be paid by the Client as per the Price List. Other conditions valid for the C.O.D. payment by card are stated in an annex to these Conditions. The prohibition of C.O.D payment by payment card becomes valid no later than the tenth day after its implementation in the Information System.

6. Remuneration of the 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 payment of 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;
 - ii. surcharge for customs services (if used by the Client);
 - iii. other surcharges for additional services;

- iv. remuneration for above-standard actions necessary for reasons arising from the Client: e.g. repeated (third or more) delivery of the Consignment to the Recipient, storage, return of undeliverable Consignments, Consignment liquidation, procuring the transport Consignments not meeting the conditions under Article 2.1 of the Conditions, etc.
 - v. remuneration for each C.O.D. collection transaction paid by card, in the form of a fee from each card transaction, as determined in the Price List.
- 6.4 The Client undertakes to pay the Forwarding Agent's following costs connected with the procurement and/or the execution of the transportation of the Consignment:
- i. fuel surcharge: the amount of fuel surcharge expressed as a percentage of the remuneration for executing the transport without VAT shall be published every month on the websites of the Forwarding Agent. The fuel surcharge differs for domestic and international road transport;
 - ii. toll: the amount of toll expressed as a percentage of the remuneration for arranging the transport without VAT shall be published on the websites of the Forwarding Agent;
 - iii. exchange rate surcharge.
- 6.5 The fuel surcharge and toll shall be listed on each remuneration statement separately and charged for all services that are directly related to the procurement of the transport. Surcharges are not charged for services such as the C.O.D. collection or services related to customs clearance.
- 6.6 The Client is obliged to pay the full price for the delivered Consignment for the Returned Item, regardless of whether it is a Consignment with the C.O.D or without.
- 6.7 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 price statement is specified in the Information System and may also be attached to the invoice. The invoice serves only for the purposes of the accounting document according to the Accounting Act and does not stipulate a new due date of the Forwarding Agent's right to the price.
- 6.8 The Forwarding Agent reserves the right to unilateral changes of the prices in the Price List. In case of changes to prices in the Price List the Forwarding Agent shall notify this change in the client section in the Information System at least 30 calendar days before the date the new Price List enters into force.
- 6.9 The Client expresses their agreement with the Conditions and the Price List by inserting electronic data about the Consignment into the Information System.
- 6.10 The Client agrees to the possibility of electronic invoicing; an electronic invoice shall be sent to the e-mail address stated by the Client.

- 6.11 If the Client's payment of the remuneration to the Forwarding Agent is late, the Client undertakes to pay the Forwarding Agent a contractual penalty: 0.05% of the amount due for each day of delay.
- 6.12 If the Client's payment of the remuneration for any kind of service is late, the Forwarding Agent is entitled to demand a payment for other services in cash or in advance from the Client, even if the individual contract states otherwise.
- 6.13 The Forwarding Agent have a pledge on the Consignment while possessing the Consignment or the documents authorizing the handling of the Consignment, to secure the debts of the Client arising from all contracts concluded with the Client. If the remuneration is not paid to the Forwarding Agent even within the additional period determined in the request for payment, the Forwarding Agent is entitled to settle his receivables from the proceeds of the pledge monetization.
- 6.14 Should the Forwarding Agent incorrectly invoice the Client for ordered services, the Client shall notify the Forwarding Agent of this fact, specifying the inaccuracy, no later than 30 calendar days from the delivery of such an invoice. Should the Client fail to do so, the statement in the invoice shall be considered impeccable and the Forwarding Agent shall become entitled to the payment of the price for provided services in accordance with the invoice delivered.
- 6.15 The Client is obliged to regularly check his invoicing data specified in the Information System. If an invoice with incorrect data is issued due to the fact that the Client did not change their data properly and in time in the Information System, the Forwarding Agent is not obliged to correct the invoice at the request of the Client.

7. Liability of the Forwarding Agent and the Client 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 procurement of transport (while proving damage and/or destruction of the Consignment's packaging).
- 7.2 The Forwarding Agent is liable for damage caused to the Consignment, limited to the actual damage caused to the Consignment during the transportation, 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. If the Recipient or the Client is in delay with picking-up the Consignment, the risk of damage passes to the Recipient or the Client at the moment when such delay begins.
- 7.3 Actual damage means the amount of money by which the value of the Consignment has decreased. The value of the Consignment is determined by the acquisition price of the item which constitutes the contents of the Consignment.
- 7.4 Pursuant to Article 2.2 of the Conditions, the Forwarding Agent shall be responsible for actual damage caused to the Consignment only up to 20 000 CZK (in words: twenty thousand Czech crowns).

- 7.5 The Forwarding Agent is not liable for damage incurred to the Consignment in the period from the takeover of the Consignment from the Client 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. This obligation can be arranged only through a separate contract between the Forwarding Agent and the Client.

8. Compensation for Damage

- 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 in case of damage to the Consignment by filling out the form at www.zasilkovna.cz/reklamace but no later than five (5) calendar days from the receipt of the Consignment by the Recipient or the Client. The Client is obliged to file a claim for the loss of the Consignment within three (3) months from receipt of the Consignment by 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.
- 8.2 The damage represents:
- i. In case of damage to the Consignment, the adequate costs of repairs that are necessary to restore the Consignment to its original state, including the costs of assembling and dismantling the item. From these costs shall be subtracted the price of marketable and usable residues of the replaced parts. If a damaged Consignment is not repaired but is usable for its original purpose, the Client has the right to claim damages in the amount of the difference between the value of the Consignment before

and after the damage. The value of a damaged Consignment is the amount determined by an expert review, or alternatively the net proceeds from the sale of the damaged Consignment, if the Client agrees with the sale.

- ii. In the case of the destruction or loss of the Consignment, the real value of the Consignment at the time of the receipt of the Consignment by the Forwarding Agent, alternatively of its parts, if only its parts are destroyed or go missing. The real value of the Consignment shall be the acquisition price of the item that forms the content of the Consignment. The amount of damage shall be demonstrated by a taxation document or an invoice. The damage shall be applied without VAT unless the Client is not registered for VAT or when the damage is removed by repairing the item that forms the contents of the Consignment.
- iii. In the case of damage incurred by a used or old item which was the content of the Consignment, the real value shall be appointed according to the age of the damaged article and its consumption and amortization to the day of Consignment take-over in the place of transport. The Forwarding Agent shall not be responsible for damage that exceeds the amount determined in this way.

8.3 The Client is obliged to ensure that the Recipient, or a person entitled to act on behalf of the Recipient, inspects the Consignment at the handover and in the case of obvious and visible damage to the packaging of the Consignment reports such damage and loss to the Forwarding Agent. Once the Consignment left the Pick-up Point it is not possible to claim any liability for the damage whatsoever. The Forwarding Agent must be informed immediately in writing about the scope of damage or loss of the contents of the Consignment upon discovery of such damage. Further handling of the damaged Consignment must be carried out in accordance with the Forwarding Agent's instructions.

8.4 The Authorized person is obliged to enable the Forwarding Agent to observe the scope of damage of the Consignment personally and physically. The Authorized Person is obliged to obtain photo documentation of the damage to the Consignment as well.

8.5 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.

8.6 By the compensation for damages also the price of services provided by the Forwarding Agent is reimbursed.

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 handed over to the Recipient. After the handover of the Consignment to the Recipient, the Recipient shall file claims for damages.

9.2 In order to claim compensation for damage, the Authorized person is obliged to enclose in particular, the following documents in no later than fourteen (14) calendar days from claiming

the compensation for damages of the Consignment, otherwise their claim may no longer be taken into account and shall not be considered timely and properly exercised:

- i. The certificate of the acquisition price of the Consignment (its contents);
- ii. The expert assessment of the service center, repair shop or any other person who has performed repairs to the Consignment, in the case that the Consignment has been repaired after the event of damage, or if the circumstances of such event required so;
- iii. Accompanying documents of the Consignment (taxation documents, delivery note);
- iv. Photo-documentation of damaged Consignments and those with partial loss; the photo-documentation presented to the Forwarding Agent must contain both photos of the packaging and the contents of the Consignment so that it would be possible to evaluate whether there was a causal link between the damage incurred by the Consignment and the damage to the packaging;

9.3 The Forwarding Agent must express their view on 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 basis for determining the value of damaged or missing contents of the Consignment is a taxation document in a foreign currency, the amount stated on this document is converted according to the exchange rate announced by the Czech National Bank valid on the day when the Forwarding Agent accepted the Consignment.

9.5 If the Client 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.

9.6 The Client is not entitled to set off the right to claim damages against the right of the Forwarding Agent to claim the payment of the price for provided services.

9.7 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. The Client must support their claim with a sworn statement by the Recipient of the Consignment, on which the Recipient confirms by their signature that the Consignment in question has not been delivered. The sworn statement must include above all the data about the Recipient (name, surname) and the undelivered Consignment number.

9.8 If a missing 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 lost 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.

- 9.9 In case of an unjust claim for damages, the Forwarding Agent is entitled to claim a reimbursement from the Client based on the actual costs incurred by the Forwarding Agent on the Client's unjust claim.
- 9.10 All rights to compensation for damage incurred on the Consignment against the Forwarding Agent expire after three (3) months from the submission of the Consignment at the Place of Dispatch.
- 9.11 The Client is obliged to issue an invoice to the Forwarding Agent to compensate any damage incurred to a Consignment within fourteen (14) calendar days from the recognition of the damage by the Forwarding Agent. The Recipient shall be compensated on the basis of a solemn declaration. The due date of damages is thirty (30) calendar days from the date of issue of the invoice or sending of the solemn declaration.

10. Personal Data Processing

- 10.1 The Forwarding Agent independently or with other companies as a joint administrator processes as in the framework of its activities within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (GDPR) personal data of Clients and Recipients or other persons. Other processors may be involved in the processing of personal data.
- 10.2 A complete overview of the processed categories of personal data together with an indication of the purpose of processing and an overview of the rights of entities is contained in the document "PRINCIPLES OF PERSONAL DATA PROTECTION of Zásilkovna s.r.o.", which is published on the Forwarding Agent's website.

11. Client Section of the Information System

- 11.1 The Information System includes a client section, which keeps a record of the contractual relations between the Client and the Forwarding Agent. The Client is entitled to independently enter to the client section. However the Client is entitled to edit and modify data pertaining to the Client only with the consent of the Forwarding Agent.
- 11.2 The Client is responsible for maintaining the confidentiality of the assigned access data. The Forwarding Agent is obliged not to disclose the access data to anyone or allow their misuse by a third party.
- 11.3 The Client is obliged to protect the access data for access to the client section of the Information System against access by unauthorized persons and against their misuse. The Client is obliged to immediately inform the Forwarding Agent about the breach of protection and possible misuse of this data and to arrange a change of this data. The Client is responsible for the breach of this obligation and for the misuse of the identification data.

- 11.4 The Forwarding Agent and the Client hereby declare and make indisputable that the Information System and the Application meet the conditions of Section 562 paragraph 2 of Act No. 89/2012 Coll., The Civil Code, ie that the recording of the data in the Information System and its database as an electronic system are reliable and are carried out systematically and sequentially and are protected against changes. Upon registration to the Information System the Client shall provide the required information.

12 Extrajudicial Settlement of Consumer Disputes

- 12.1 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 a extrajudicial settlement of such a dispute to the designated authority for the extrajudicial settlement of consumer disputes.

In the case of disputes concerning postal services 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

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, website: www.adr.coi.cz.

13. Final Provisions

- 13.1 The contracting parties explicitly agree that all legal relations between them shall be governed by the laws of the Czech Republic.
- 13.2 Items of correspondence sent in the form of registered mail shall be deemed to have been delivered on the fifth day after they were handed over to the postal service provider for delivery to the other contracting party.
- 13.3 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.
- 13.4 These Conditions, including all attachments, are made available to the Client on the www.zasilkovna.cz website. The Forwarding Agent is entitled to make changes to the Conditions, including attachments, and in such a case they are obliged to inform and acquaint the Client of such changes via their www.zasilkovna.cz website in good time and no less than one month before the effective date of such a change. The Client must follow the above websites sufficiently and frequently to familiarize themselves with changes and if they do not agree with any of the published changes they are entitled to withdraw from the Contract concluded with the Forwarding Agent in writing in the manner described above before the effective date of such a change; otherwise it is considered that he has become acquainted with all changes and agrees with them and is bound by them from their effective date.

- 13.5 Legal relationships not governed by these Conditions are governed by the Civil Code (Act no. 89/2012 Coll.), as amended and appropriately by Act No. 29/2000 Coll., on postal services, as amended.
- 13.6 These Conditions meet the requirements of postal conditions according to Act No. 29/2000 Coll., on postal services, as amended.