

# TERMS AND CONDITIONS

Effective from 17.6.2022

1.	GENERAL PROVISIONS	2
2.	PARAMETERS OF THE SHIPMENT	4
3.	ACCEPTANCE OF THE SHIPMENT BY PACKETETA	8
4.	COLLECTION OF THE SHIPMENT BY THE RECIPIENT	10
5.	C.O.D. SHIPMENTS	12
6.	COMMISSION OF PACKETETA	13
7.	LIABILITY OF PACKETETA AND THE SENDER FOR DAMAGE	15
8.	COMPENSATION FOR DAMAGE	16
9.	CLAIMING COMPENSATION FOR DAMAGE	18
10.	PERSONAL DATA PROCESSING	19
11.	SENDER SECTION OF THE IS	20
12.	EXTRAJUDICIAL SETTLEMENT OF CONSUMER DISPUTES	20
13.	FINAL PROVISIONS	20

## 1. General Provisions

- 1.1 These General Terms and Conditions (hereinafter as the "**Conditions**") govern commercial and legal relations between Packeta International s.r.o., with its registered office at Českomoravská 2408/1a, Libeň, 190 00 Prague 9, IČ (Identification Number) 02018799, (hereinafter as "**Packeta**") and the sender of the Shipment (hereinafter as the "**Sender**"). These Conditions also govern legal relations between Packeta, and any third parties involved in any legal activities of Packeta. These Conditions are an integral part of any Forwarding or Postal Contract concluded by Packeta.
- 1.2 These Conditions consist of following Annexes: No.1 – Price List, No. 2 – Currency Conversion Rules, No. 3 – Rules of Marking Shipments with Labels, No. 4 – Conditions for C.O.D payment by payment card.
- 1.3 The Sender 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 Informational System (hereinafter as the "**IS**") is an electronic system operated by Packeta, which records the contractual relationships with individual Senders, electronic data on Shipments that are the subject of delivery and data on the status and location of Shipments. The Sender is entitled to access the IS.

Each Sender must be registered as a Sender in the IS. The Sender is obliged to enter Sender's real data (as a natural person or a legal entity) into the IS at the registration and Packeta is entitled to verify these data. The Sender 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 Sender is entitled to change the data only with the consent of Packeta and only if they were also changed in public lists (the Commercial Register, the Trade Register etc.).

By entering electronic data about the Shipment into the IS the Sender concludes a contract with Packeta, confirms these Conditions and declares that the Sender has got acquainted with the content and the Sender agrees with the Conditions and he accepts them without reservations.

Packeta reserves the right to refuse or cancel the registration of the Sender in the IS, especially but not exclusively due to poor payment morale of the Sender, insolvency proceedings, poor previous business experience with the Sender, damage to Packeta's reputation by the Sender, etc.

- 1.5 **Shipment** is an item which is handed over by the Sender to Packeta for its delivery to the Recipient.

- 1.6 **Recipient** is a person who is designated by the Sender as a Recipient of the Shipment.
- 1.7 **Packeta Mobile App** is a mobile application issued by Packeta enabling the Recipient and the Sender to perform the offered actions. The Packeta Mobile App can be used only in the following countries: Czech Republic, Slovak Republic, Republic of Hungary and Republic of Romania. The Packeta Mobile App 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 Sender's activity.
- 1.8 **Consignment Place** is a place where the Shipment is handed over to Packeta.
- 1.9 **Delivery Place** is the address chosen by the Sender to which the Shipments is to be delivered.
- 1.10 **Pick-up Point** is a place where Packeta enables the handover of Shipments to a Recipient, as well as a place where Packeta ensures the receipt of Shipments from the Sender.
- Z-BOX** is an automated system for the handover of Shipments.
- Pick-up Points are operated through third parties other than Packeta and are therefore not Packeta's premises.
- 1.11 **Cash on Delivery Shipment** or **C.O.D. Shipment** is any Shipment for which Packeta must collect the price of the Shipment upon delivery to the Recipient.
- 1.12 **Cash on Delivery**" or **C.O.D** is the amount of money collected by Packeta from the Recipient upon delivery of the Cash on Delivery Shipment.
- 1.13 **Services of Packeta** includes all operations and services related to the delivery of the Shipment, particularly arranging for the Shipment to be taken over and delivered to the Consignment Place, arranging the transport to the Consignment Place, informing the Recipient about the storage of the Shipment, handing over the Shipment to the Recipient and also collecting the C.O.D. according to the Sender's order and instructions. Uncollected Shipments shall be returned to the Sender, including Shipments that Recipients refused to take-over. The Services of Packeta 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 Shipment, which the Recipient sends back to the Sender in order to exercise a warranty claim for the delivered goods. Packeta shall take over the Shipment from the Recipient on the basis of the Sender's instruction.
- Return** is a Shipment that the Recipient has received through Packeta and, based on an agreement with the Sender (warranty claim, withdrawal from the contract), sends it back to the Sender through Packeta.
- 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 **Return** is a Shipment that is returned to the Sender 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 Consignment Place and also the Consignment Place of the Shipment is an address in the Czech Republic (Pick-up Point, Z-BOX or other address for delivery to the address), Packeta hereby undertakes to deliver the Shipment in the agreed manner from the Consignment Place to the Recipient to the Consignment Place and the Sender hereby undertakes to pay the commission to Packeta. In this case, a postal contract is concluded between Packeta and the Sender.

b) **forwarding contract:** If the Consignment Place or the Consignment Place is an address outside the Czech Republic, Packeta undertakes to arrange the transport of the Shipment for the Sender from the Consignment Place to the Consignment Place in the name of the Sender and on their behalf, including other acts related to transport. The Sender undertakes to pay the commission to Packeta. In this case, a forwarding contract is concluded between Packeta and the Sender.

If Packeta as a forwarder procures transport, other conditions of transport are governed by the conditions of the carrier to whom the Shipment is handed over according to the instructions of the Sender. In particular, these are the conditions of transport (ie weight and size categories, goods excluded from transport, etc.) the carrier's liability for damage and the conditions for settling a claim for services set by the carrier. All changes made by the carrier (e.g. in season or as a result of extraordinary circumstances, seasonal and extraordinary surcharges) are applied to the transport of Shipments from the date of their effectiveness by the carrier, i.e. regardless of a possible change in the price list or of these Terms.

## 2. Parameters of the Shipment

2.1 The Sender is entitled to send two types of the Shipment: the Standard Shipment and the Oversized Shipment.

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

- i. Maximum value of the Standard Shipment – 20 000 CZK / 700 EUR (or an equivalent value in another currency);
- ii. Maximum weight of the Standard Shipment – 5 kg;
- iii. Minimum dimensions of the Standard Shipment - 10 × 7 × 1 cm;
- iv. Maximum dimensions of the Standard Shipment – 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 Shipments** are not the Standard Shipments and must meet the following requirements:

- i. Maximum value of the Oversized Shipment – 20 000 CZK / 700 EUR (or an equivalent value in another currency);
- ii. Maximum weight of the Oversized Shipment – 10 kg;
- iii. Minimum dimensions of the Oversized Shipment - 10 × 7 × 1 cm;
- iv. Maximum dimensions of the Oversized Shipment – 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 Shipment exceeds the parameters of the Standard or Oversized Shipment, it is an **Over-Limit Shipment**. If the Sender hands over the Over-Limit Shipment to Packeta, Packeta is entitled at its discretion:

- i. send the Over-Limit Shipments back at the Sender's expenses, or
- ii. arrange the transport of the Over-Limit Shipment for commission according to the valid Price List.

Packeta's discretion depends primarily, but not exclusively, on the capacity and possibilities of the chosen Consignment Place.

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

Packeta notifies the Sender that it is the Sender who is responsible for ensuring that the Shipment meets the requirements. The workers at the Consignment Place are not obliged to check the Parameters of the Shipment.

After the control re-measurement/reweighing Packeta is entitled to label the Shipment as Oversized even if the Sender has not labelled the Shipment as Oversized in the IS.

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

2.2 The following Shipments are excluded from transportation and the Sender is not entitled to hand them over for transport :

- i. Those containing goods with a value greater than 700 EUR; should the value of the goods in the Shipment exceed 700 EUR the Sender acknowledges that Packeta shall be liable only for damage up to the amount of 700 EUR . The stated maximum amount of damage also corresponds to the equivalent value of the Shipments 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 Shipments or the equipment of Packeta 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 Shipment stated in Article 2.1 of the Conditions;
- xi. Shipments 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 Shipment;
- 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. Shipments handed over without a label, or non-system Shipments (without prior upload of data of the Shipment to the IS).

2.3 Packeta is not obliged to accept Shipments 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 Packeta is entitled to withdraw from a Contract with the Sender if the Sender hands over to Packeta for transportation more than 2% of Oversized Shipments or Shipments 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 Sender hands over to Packeta a Shipment 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 Packeta therefore holds no liability for any damage incurred in connection with the Shipment. In such case, Packeta is entitled to claim damages (particularly for all costs associated with the custody of the Shipment until its receipt by the Sender) for each Shipment which the Sender 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 Shipment back to the Sender. Packeta does not in any way confirm the rightness of the Shipment or its content by taking over the Shipment 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 Consignment Place.
- 2.6 The Sender is obliged to wrap the Shipment in a solid and suitable package and simultaneously to reinforce and fill the interior of the Shipment to prevent damage caused during transport or storage and handling. Packeta shall be liable only for refraining from damaging the packaging of the Shipment, therefore is not liable for the contents of the Shipment. The Recipient is obliged to object the break / damage of the packaging immediately upon receipt of the Shipment.
- Transport packaging (boxes, envelopes etc.) must be secured by the Sender (e.g. with tape) to prevent opening.
- 2.7 The Sender may use the **Age Verification** service upon handing over a Shipment containing a content for which the Sender is obliged to verify that the person collecting the Shipment is more than the age specified in the relevant legislation in the country of the Delivery Place (i.e. mainly, but not exclusively alcohol and tobacco products) before handing it over to the Recipient, by marking the Shipment as such in the IS. Based on the order of the Age Verification service, the age of the Recipient is verified before the Shipment is handed over to the Recipient. By ordering the Age Verification service, the Sender authorizes Packeta to record the name, surname and last 4 digits of the submitted identity card upon handing over the Shipment, The Consignment Place of the Shipments 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 Shipments marked with the Age Verification service will be attached to the invoice issued by Packeta and sent to the Sender.
- 2.8 Each Sender is entitled to set up the Return Logistics service in the IS. The Recipient shall be then entitled to send the accepted Shipment back to the Sender via Packeta. The Return

Logistics service is not intended for Shipments delivered to the Recipient by an entity other than Packeta.

### **3. Acceptance of the Shipment by Packeta**

3.1 The Sender shall enter electronic data pertaining to the Shipment into the IS and then can print out a list of Shipments intended for transportation from the IS (hereinafter as a “**Delivery Note**”).

3.2 The Sender hands over the Shipment at the Consignment Place. Acceptance of the Shipment can be confirmed on the Delivery Note. The Shipment is submitted only by a confirmation of receipt of the Shipment in the IS. If the Sender hands over a Shipment to Packeta through a third party, then the risk of damage passes to Packeta only when the Shipment is in reality taken over at the Consignment Place.

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

- i. The business premises of Packeta; or
- ii. A Pick-up Point; or
- iii. A place determined by the Sender (e.g. warehouse, shop) on the basis of a prior agreement with Packeta.

The Sender shall hand over the Shipment to Packeta in no later than 3 months from the date of entering the electronic data into the IS, otherwise the Shipment is automatically annulled. Shall a Shipment be handed over to Packeta after 3 months from the date of entering the electronic data into the IS, it will be automatically returned to the Sender in the form of a Returned Item.

3.3 If the Shipment is submitted at a Pick-up Point according to the Article 3.2. point ii. of the Conditions, the Pick-up Point may immediately confirm receipt of the Shipment in the IS. If the Pick-up Point is unable to confirm the receipt of the Shipment in the IS for operational reasons immediately, the worker at the Pick-up Point shall confirm the Delivery Note to the Sender.

3.4 The Sender must enter in the IS correct, complete and comprehensible data identifying themselves, the Recipient, the Delivery Place, and data regarding the Shipment.

The Sender must provide the following information:

- i. Identification of the Recipient of the Shipment (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 Shipment and labelling of the Shipment as a C.O.D. Shipment;
- iii. Determination of the Shipment's value.

3.5 The Sender must mark each Shipment with a label bearing a barcode pursuant to these Conditions and to the Rules of Marking Shipments with Labels. The Sender shall be responsible



for the print quality of the label and the legibility of the barcode. If the Shipment is incorrectly marked with a label with a barcode as per the Rules of Marking Shipments with Labels, the Sender must pay a surcharge to the price according to the current Price List (hereinafter as the “**Re-labelling of the Shipment**”). It is forbidden and the Sender is not entitled to mark the Shipment with a duplicate label (i.e. a label with the same trace number which was already used in the transport of the Shipment) both within one or more days.

- 3.6 **The Wrong Label.** If the Sender marks the Shipment with a so-called the Wrong Label or if there is no label at all the Sender does not fulfil his obligation according to Article 3.5. of the Conditions. The Label on the Shipment is considered wrong if it cannot be handled in the standard offline way or by an online barcode reader or if the Shipment’s data was not properly or correctly uploaded to the IS by the Sender, and therefore the Shipment cannot be delivered. In the case of Re-labeling of a Shipment because of the Wrong Label, the Sender 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 Shipment in the IS after printing of the original label and before the physical submission (e.g.. 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 Shipment is completely or partially missing.

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

- 3.8 Shall the Shipment be transported by a third party - the carrier, the Sender is obliged to label the Shipment with a specific label of the external carrier via the function of direct label printing of the external carrier in Packeta’s IS. If the Shipment is not labelled with the carrier's label, the Sender is obliged to pay a fee for the price according to the current Price List.

- 3.9 Packeta does not guarantee the day or time of delivery of the Shipments. Any statements in relation to the date and time of delivery of the Shipments are considered indicative for information purposes only and are not binding for Packeta.

## **4. Collection of the Shipment by the Recipient**

4.1 The Delivery Places is:

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

4.2 The Recipient is entitled to collect the Shipment during dispensing point office hours, within the time range set by each Pick-up Point individually. It is possible to prolong the storage time for pick-up of the Shipment in the Packeta Mobile App.

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

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

4.4 The Shipment 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. Shipment, the Shipment 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 Shipment instead of the Recipient, they are obliged to know the password for picking up the Shipment.

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 Shipment shall be handed over to the Recipient by opening the relevant box via the Packeta Mobile App.

4.5 If the Shipment is not collected by the Recipient or the Recipient refuses to accept it (after C.O.D. payment and unpacking the Shipment at the Pick-up Point) the Shipment shall be returned to the Sender:

- i. To the Pick-up Point that the Sender selected in the IS for picking up the Returned Items; if so, the Sender is obliged collect the Return within 7 calendar days of notification of the delivery of the Return at the Pick-up Point; or
- ii. During the process of gathering Shipments if Packeta provides the gathering of the Shipments on the basis of an agreement with the Sender.

- 4.6. If the Shipment is delivered to a specific address of the Recipient and the Recipient or a person authorized by the Recipient cannot be reached, Packeta is entitled to leave the Shipment at the central receipt point (a reception or a mail room) if such a point is available at the Consignment Place. Packeta is also entitled, to leave the Shipment 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 Packeta's perspective.

Packeta is also entitled to change the Pick-up Point selected by the Sender 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 Return cannot be returned to the Sender in accordance with Article 4.5 of the Conditions, Packeta shall provide storage of the Shipment for a maximum period of a further 21 calendar days. The storage of the Shipment is charged according to the valid Price List. During the storage of the Shipment Packeta may arrange another attempt (or attempts) to return the Shipment to the Sender. However, the storage period of the Shipment is neither stopped nor suspended by doing so.

- 4.8. Packeta is authorized to open the Shipment if:

- i. It cannot be handed over to the Recipient and it cannot be returned or should not be returned to the Sender 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 Packeta by particular legislation.

Packeta is not authorized to open any Shipment for which it is evident from its external appearance that it is, under an international agreement forming a part of Czech law, untouchable. Packeta must inform the Recipient of the opening of the Shipment at the handover or inform the Sender when returning the Shipment. When opened, the contents of the Shipment 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 Shipment shall be opened at the depot of Packeta, under the supervision of at least 2 persons authorized by Packeta for such activity. A report shall be made on the opening of the Shipment and photo documentation shall be taken.

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

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

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

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 Shipment which could not be handed over to the Recipient or returned to the Sender is not sold after the expiration of the storage period, then Packeta shall liquidate it after a period of 30 days expires. Within the same period Packeta is entitled to liquidate the Shipment with partially or entirely damaged contents. Packeta is entitled to liquidate the Shipment or its part before the arranged period, if required so for health and safety purposes.

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

- 4.11 The Sender must pay to Packeta the costs of the liquidation of the Shipment.

## **5. C.O.D. Shipments**

- 5.1 The Sender shall mark in the IS and on the Delivery Note if Packeta should collect C.O.D. when handing over the Shipment.
- 5.2 The C.O.D. shall be collected in the currency of the country where is the Delivery Place of the Shipment.
- 5.3 The C.O.D. shall be disbursed to the Sender in the same currency as it was collected from the Recipient. In the IS, the Sender 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 IS. The C.O.D payment in another currency is specified in the Currency Conversion Rules.
- 5.4 For the C.O.D. Shipment, Packeta shall collect the C.O.D. from the Recipient and send the collected C.O.D. to a bank account determined by the Sender. If Packeta records any debts of the Sender on the day of collection of the C.O.D from the Recipient, Packeta is entitled to

withhold the payment of the C.O.D. to the Sender 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 Sender 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 Sender'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 Sender'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 Packeta's account and credited to the account determined by the Sender within this period, Packeta is not in default.

- 5.5 Packeta is entitled to unilaterally include in the C.O.D. payment to due and undue receivables from the Sender. 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 Packeta (the Sender is reimbursed a higher amount than the collected C.O.D) Packeta shall proceed according to the previous article, or the Sender is obliged to return the unjust enrichment to Packeta'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 Sender.

- 5.7 The C.O.D. can be paid by the Recipient in cash or through the Packeta Mobile App. Should the Sender not ban payment of C.O.D. by card in the IS, 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 Sender 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 IS.

## **6. Commission of Packeta**

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

- 6.2 The Sender undertakes to pay Packeta the commission for all operations, including additional and above-standard services, surcharges and other services ordered by the Sender in the amount according to the current Price List. If the dimensions and weight of the Shipment identified by Packeta differ from the parameters of the Shipment specified by the Sender, the parameters identified by Packeta are decisive for determining the commission.
- 6.3 In addition to the commission for arranging the transport of the Shipment, the Sender is obliged to pay to Packeta the additional commission, particularly for the following items:
- i. commission for collecting the C.O.D, which also arises from a Returned Item;
  - ii. surcharge for customs services (if used by the Sender);
  - iii. other surcharges for additional services;
  - iv. commission for above-standard actions necessary for reasons arising from the Sender: e.g. repeated (third or more) delivery of the Shipment to the Recipient, storage, return of undeliverable Shipments, Shipment liquidation, procuring the transport Shipments not meeting the conditions under Article 2.1 of the Conditions, etc.
  - v. commission 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 Sender undertakes to pay Packeta's following costs connected with the procurement and/or the execution of the transportation of the Shipment:
- i. fuel surcharge: the amount of fuel surcharge expressed as a percentage of the commission for executing the transport without VAT shall be published every month on the websites of Packeta. The fuel surcharge differs for domestic and international road transport;
  - ii. toll: the amount of toll expressed as a percentage of the commission for arranging the transport without VAT shall be published on the websites of Packeta;
  - iii. exchange rate surcharge.
- 6.5 The fuel surcharge and toll shall be listed on each commission 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 Sender is obliged to pay the full price for the delivered Shipment for the Return Shipment, regardless of whether it is a Shipment with the C.O.D or without.
- 6.7 Packeta is entitled to the payment of the commission (including all related items, e.g. C.O.D. collection) upon handing over of the Shipment at the Consignment Place. The price is due by handing over the Shipment at the Consignment Place.

The price statement is specified in the IS 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 Packeta's right to the price.

- 6.8 Packeta reserves the right to unilateral changes of the prices in the Price List. In case of changes to prices in the Price List Packeta shall notify this change in the Sender section in the IS at least 30 calendar days before the date the new Price List enters into force.
- 6.9 The Sender expresses their agreement with the Conditions and the Price List by inserting electronic data about the Shipment into the IS.
- 6.10 The Sender agrees to the possibility of electronic invoicing; an electronic invoice shall be sent to the e-mail address stated by the Sender.
- 6.11 If the Sender's payment of the commission to Packeta is late, the Sender undertakes to pay Packeta a contractual penalty: 0.05% of the amount due for each day of delay.
- 6.12 If the Sender's payment of the commission for any kind of service is late, Packeta is entitled to demand a payment for other services in cash or in advance from the Sender, even if the individual contract states otherwise.
- 6.13 Packeta have a pledge on the Shipment while possessing the Shipment or the documents authorizing the handling of the Shipment, to secure the debts of the Sender arising from all contracts concluded with the Sender. If the commission is not paid to Packeta even within the additional period determined in the request for payment, Packeta is entitled to settle his receivables from the proceeds of the pledge monetization.
- 6.14 Should Packeta incorrectly invoice the Sender for ordered services, the Sender shall notify Packeta of this fact, specifying the inaccuracy, no later than 30 calendar days from the delivery of such an invoice. Should the Sender fail to do so, the statement in the invoice shall be considered impeccable and Packeta shall become entitled to the payment of the price for provided services in accordance with the invoice delivered.
- 6.15 The Sender is obliged to regularly check his invoicing data specified in the IS. If an invoice with incorrect data is issued due to the fact that the Sender did not change their data properly and in time in the IS, Packeta is not obliged to correct the invoice at the request of the Sender.

## **7. Liability of Packeta and the Sender for damage**

- 7.1 Packeta is liable to the Authorized person for damage caused as a result of loss, damage or loss of the contents of the Shipment during the procurement of transport (while proving damage and/or destruction of the Shipment's packaging).

Packeta is not liable for damage caused to the Sender during the transport of the Shipment provided by a third party - the carrier (therefore from the moment the Shipment is handed over to the carrier for transport until the Shipment is delivered by the carrier to the Delivery Place),

thus the carrier is liable for this damage. The Sender may authorize Packeta to negotiate with the carrier for the purpose of resolving the damage related to the transport of the Shipment.

- 7.2 Packeta is liable for damage caused to the Shipment, limited to the actual damage caused to the Shipment during the transportation, but not including any other damage; Packeta is not liable for the lost profits of the Sender, sanctions for delay, contractual penalties, fines, demands of third parties, or any liabilities incurred by the Sender towards third parties or any other subsequent damages. If the Recipient or the Sender is in delay with picking-up the Shipment, the risk of damage passes to the Recipient or the Sender at the moment when such delay begins.
- 7.3 Actual damage means the amount of money by which the value of the Shipment has decreased. The value of the Shipment is determined by the acquisition price of the item which constitutes the contents of the Shipment.
- 7.4 Pursuant to Article 2.2 of the Conditions, Packeta shall be responsible for actual damage caused to the Shipment only up to 700 EUR.
- 7.5 Packeta is not liable for damage incurred to the Shipment in the period from the takeover of the Shipment from the Sender to its hand over to the Recipient, if such damage is caused by:
- i. The Sender, the Recipient, the owner of the Shipment, or a person who handled the Shipment before its handover at the Consignment Place;
  - ii. any defect of the Shipment, either in its innate nature or by its normal decrease;
  - iii. defective or insufficient Shipment packaging, or inappropriate manner of packaging;
  - iv. the Sender handing over for transport to Packeta any Shipment that is excluded pursuant to the Article 2.2 of the Conditions;
  - v. incomplete, incorrect or misleading information from the Sender about the contents and nature of the Shipment.
- 7.6 The Sender is liable for damage caused by any Shipment or its contents which the Sender has handed over to Packeta. The Sender is also liable for such damage caused to third parties.
- 7.7 Packeta is not obliged to insure the Shipment. This obligation can be arranged only through a separate contract between Packeta and the Sender.

## **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 Packeta in case of damage to the Shipment by filling out the form at [www.zasilkovna.cz/reklamace](http://www.zasilkovna.cz/reklamace) but no later than five (5) calendar days from the receipt of the Shipment by the Recipient or the Sender. The Sender is obliged to file a claim for the loss of the Shipment within three (3) months from receipt of the Shipment by Packeta. 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 Shipment, 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 Shipment 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 Shipment, the adequate costs of repairs that are necessary to restore the Shipment 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 Shipment is not repaired but is usable for its original purpose, the Sender has the right to claim damages in the amount of the difference between the value of the Shipment before and after the damage. The value of a damaged Shipment is the amount determined by an expert review, or alternatively the net proceeds from the sale of the damaged Shipment, if the Sender agrees with the sale.
- ii. In the case of the destruction or loss of the Shipment, the real value of the Shipment at the time of the receipt of the Shipment by Packeta, alternatively of its parts, if only its parts are destroyed or go missing. The real value of the Shipment shall be the acquisition price of the item that forms the content of the Shipment. The amount of damage shall be demonstrated by a taxation document or an invoice. The damage shall be applied without VAT unless the Sender is not registered for VAT or when the damage is removed by repairing the item that forms the contents of the Shipment.
- iii. In the case of damage incurred by a used or old item which was the content of the Shipment, the real value shall be appointed according to the age of the damaged article and its consumption and amortization to the day of Shipment take-over in the place of transport. Packeta shall not be responsible for damage that exceeds the amount determined in this way.

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

8.4 The Authorized person is obliged to enable Packeta to observe the scope of damage of the Shipment personally and physically. The Authorized Person is obliged to obtain photo documentation of the damage to the Shipment 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 Shipment for which Packeta is liable has not occurred.
- 8.6 By the compensation for damages also the price of services provided by Packeta is reimbursed.

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

- 9.1 The Sender shall file claims for services and for damages arising out of a postal contract from Packeta in case of any damage incurred before the Shipment was handed over to the Recipient. After the handover of the Shipment to the Recipient, the Recipient shall file claims for damages.

Only the Sender is entitled to file claims for damages for any damages incurred to the Shipment arising out of a forwarding contract.

- 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 Shipment, 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 Shipment (its contents);
  - ii. The expert assessment of the service center, repair shop or any other person who has performed repairs to the Shipment, in the case that the Shipment has been repaired after the event of damage, or if the circumstances of such event required so;
  - iii. Accompanying documents of the Shipment (taxation documents, delivery note);
  - iv. Photo-documentation of damaged Shipments and those with partial loss; the photo-documentation presented to Packeta must contain both photos of the packaging and the contents of the Shipment so that it would be possible to evaluate whether there was a causal link between the damage incurred by the Shipment and the damage to the packaging;
- 9.3 Packeta 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 Packeta.
- 9.4 If the basis for determining the value of damaged or missing contents of the Shipment 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 Packeta accepted the Shipment.
- 9.5 If the Sender cannot prove any damage to the packaging of the Shipment, then any claim for compensation concerning partial loss of contents of the Shipment or damage to the Shipment and its parts cannot be taken into account.

- 9.6 The Sender is not entitled to set off the right to claim damages against the right of Packeta to claim the payment of the price for provided services.
- 9.7 Upon claiming compensation for a lost Shipment, the Sender must notify Packeta about the loss of the Shipment in accordance with Article 8.1 of the Conditions. The Sender must support their claim with a sworn statement by the Recipient of the Shipment, on which the Recipient confirms by their signature that the Shipment in question has not been delivered. The sworn statement must include above all the data about the Recipient (name, surname) and the undelivered Shipment number.
- 9.8 If a missing Shipment, or its part, is found, then the right of the Sender to claim damages regarding the Shipment is considered to be reimbursed at the moment when the Sender or the Recipient acquire the opportunity to dispose of the Shipment. If the lost Shipment was found by the Sender or the Recipient, the Sender is obliged to inform Packeta of this fact immediately and if the Sender has been compensated for the damage, the Sender is obliged to return this paid amount to Packeta.
- 9.9 In case of an unjust claim for damages, Packeta is entitled to claim a reimbursement from the Sender based of the actual costs incurred by Packeta on the Sender's unjust claim.
- 9.10 All rights to compensation for damage incurred on the Shipment against Packeta expire after three (3) months from the submission of the Shipment at the Consignment Place.
- 9.11 The Sender is obliged to issue an invoice to Packeta to compensate any damage incurred to a Shipment within fourteen (14) calendar days from the recognition of the damage by Packeta. 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 Packeta independently or with other companies as a joint administrator process 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 Senders 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 Packeta International s.r.o.", which is published on Packeta's website.

## **11. Sender Section of the IS**

- 11.1 The IS includes a Sender section, which keeps a record of the contractual relations between the Sender and Packeta. The Sender is entitled to independently enter to the Sender section. However, the Sender is entitled to edit and modify data pertaining to the Sender only with the consent of Packeta.
- 11.2 The Sender is responsible for maintaining the confidentiality of the assigned access data. The Sender is obliged not to disclose the access data to anyone or allow their misuse by a third party.
- 11.3 The Sender is obliged to protect the access data for access to the Sender section of the IS against access by unauthorized persons and against their misuse. The Sender is obliged to immediately inform Packeta about the breach of protection and possible misuse of this data and to arrange a change of this data. The Sender is responsible for the breach of this obligation and for the misuse of the identification data.
- 11.4 Packeta and the Sender hereby declare and make indisputable that the IS and the Packeta Mobile App 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 IS 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 IS the Sender shall provide the required information.

## **12 Extrajudicial Settlement of Consumer Disputes**

- 12.1 If a dispute arises between Packeta 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 Packeta on the basis of Certificate No. 20, the designated authority is the Czech Telecommunication Office, Sokolovská 219, 190 00 Prague 9, website: [www.ctu.cz/ochrana-spotrebitele](http://www.ctu.cz/ochrana-spotrebitele).

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

## **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 Sender on the [www.packeta.com](http://www.packeta.com) website. Packeta is entitled to make changes to the Conditions, including attachments, and in such a case they are obliged to inform and acquaint the Sender of such changes via their [www.packeta.com](http://www.packeta.com) website in good time and no less than one month before the effective date of such a change. The Sender 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 Packeta 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.