

## GENERAL TERMS AND CONDITIONS

### 1. GENERAL PROVISIONS

- 1.1 These "General Terms and Conditions of Business" (hereinafter referred to as "Conditions") are an integral part of every Forwarding Contract concluded by Direct Parcel Distribution SK s.r.o. (hereinafter referred to as DPD) as the Forwarder with the Customer.
- 1.2 The Customer declares that before conclusion of this Forwarding Contract he has made the acquaintance of contents of the "Conditions" and that he agrees to and accepts them without any reservation.
- 1.3 Using the DPD services, Customer agrees with the content of „Conditions“.

### 2. Definitions

- 2.1 The Forwarder is Direct Parcel Distribution SK, s.r.o.
- 2.2 The Customer is a subject who has concluded a Forwarding Contract with the Forwarder, or other contract relating to shipping
- 2.3 The Consignor is a subject who is indicated as the Consignor on the Consignment
- 2.4 The Consignee is a subject who is indicated as the Consignee on the Consignment
- 2.5 The Consignment is an item received by the Forwarder for provision of service according to the Forwarding Contract, or other Contract relating to shipping, concluded between the Customer and the Forwarder.
- 2.6 Cash on Delivery consignment (thereinafter referred to as "COD") is a subject which Forwarder has taken to provide forwarding services pursuant to a contract or other agreement relating to the carriage, concluded between Principal and Forwarder. In the case of COD, Forwarder is obliged under the instructions of Principal to collect from Recipient of the Consignment an appropriate amount of money. This amount of money is a claim of Principal towards Forwarder and Forwarder (i) shall remit it to the account specified by Principal or (ii) shall be entitled to set it off against any claims towards Principal.
- 2.7 The Forwarding Contract, hereinafter referred to as "Contract", is a contract concluded between the Forwarder and the Customer in written or other form under the provision of Act No. 513/1991 Col. of the Commercial Code, relating to shipping of items. The Forwarder reserves the right to insist on written form of the "Contract" at his own discretion.
- 2.8 The Bank means a cooperative bank with which the Forwarder has a concluded Contract on Acceptance of Payment Cards.
- 2.9 Pickup point is the space of DPD or a contractual partner of DPD where Recipient is granted a personal collection of the consignment.
- 2.10 The contractual partner of DPD is the entity with which it has a valid Agreement on Mutual Assistance within the service Pickup for delivery, storage and release of consignments.
- 2.11 Electronic services are any information technologies connecting with the Principal's information technologies or facilitating data transmission and electronic communication with Principal.

### 3. CONCLUSION OF THE FORWARDING CONTRACT

- 3.1 The "Contract" may be concluded in writing, verbally, or implied.
- 3.2 In case of conclusion of a contract, the legal relationship is governed by the "Contract", these "Conditions" and Forwarder's current price list of services, unless otherwise agreed.
- 3.3 Parol or implied "Contract" is considered concluded as soon as the Customer hands over the Consignment with properly filled in Forwarder's parcel label, and the Forwarder receives it.

### 4. FORWARDING SERVICES

- 4.1 Forwarder's activities include:
  - a) all operations associated with provision of Consignment shipping from place of receipt to place of delivery.
  - b) for cash-on-delivery Consignments, collection of C.O.D. amount from the Consignee and transfer of this amount to an account specified by the Customer in the shipping request, or given and confirmed in the Contract within 10 working days from Consignment delivery to the Consignee,
  - c) where necessary, second delivery attempt to the Consignee,
  - d) return shipping of undeliverable consignments to the Consignor including consignments rejected by the Consignee.
- 4.2 Excluded from provision of shipping are Consignments:
  - a) not protected or packed in a manner corresponding to their weight, shape, contents feature (especially fragility) or with missing required data about the Consignor or the Consignee,
  - b) apparently damaged,
  - c) customs carnet, subject to some of the special customs procedures, Consignments of special nature and particularly high value (jewelry, money, credit cards, personal documents, valuables, securities, precious stones, works of art, collections and antiques) whose content can cause a damage to property and health (1. weapons, 2. ammunition, 3. explosives, 4. pyrotechnic articles for which their transport, shipping and delivery are prohibited in accordance with respective generally binding legal regulations of the Slovak Republic without presence of a person possessing appropriate authorisations pursuant to the said regulations; 5. narcotic and psychotropic substances, 6. flammable substances, 7. any other things, objects, substances or materials for which their transport, shipping and delivery are prohibited pursuant to respective generally binding regulations of the Slovak Republic or the listed operations are prohibited in the way in which DPD carries it out with other consignments), and Consignments subject to ADR – European Agreement concerning the International Carriage of Dangerous Goods by Road,
  - d) containing goods in value exceeding €10.000,
  - e) with weight more than 50kg for domestic shipping service and more than 31.5kg for international shipping service; with length exceeding 1.75m and circumferential length exceeding 3m, circumferential length = length of the longest side + double sum of two shorter sides,
  - f) containing dyes, adhesives and other liquid substances which may be damaged during the shipping, or they can damage or depreciate other Consignments, or Forwarder's equipment,
  - g) living animals or human and animal remains, medical waste, biological material (waste) and similar items,
  - h) C.O.D., besides the countries listed in par. 5.2, and customs entry, for shipping abroad,

- i) C.O.D for which the value of amount to be collected exceeds the amount of €6,640 in domestic shipping, 70,000,- CZK to the Czech Republic, 500,000,- HUF to Hungary and 10,000,- PLN to Poland,
  - j) containing perishable goods, damageable goods as well as goods which must be protected in a special manner or which must be handled in a special manner also on condition that instructions for special Consignment handling are followed (glass bottles or similar fragile containers), damageable goods, goods susceptible to temperature changes, perishable goods,
  - k) whose shipping and possession is illegal or prohibited with respect to safety, public order and rights of third parties, or Consignments missing delivery address or P.O. Box ship-to-address.
- 4.3 The Customer is informed and agrees that the data of his employees, representatives, Consignees (natural and legal persons) can be uploaded to the forwarding network monitoring tool to verify that they are not kept on sanction lists, embargoes, national restrictions that the Forwarder respects and enforces. The Customer undertakes to inform the persons concerned about this control. The Customer undertakes to inform the Forwarder about the knowledge or suspicion that its employees, representatives or Consignees are on the above lists. In the event of a breach of the above by the Customer, DPD has the right, at its sole discretion: (i) to stop or suspend the Services; (ii) to hand over the requested information to the appropriate administrative authorities and/or (iii) use the procedure required by these competent administrative authorities, including the destruction of the Consignment at Customer's expense. The DPD may under no circumstances be held liable for the interruption or suspension of the Services, the transfer of personal data of employees, representatives, Consignees to the appropriate administrative bodies covering identified sanctions, embargoes, restrictions, for destruction of the Consignment or any other appropriate measures taken in application of this Article.
- 4.4 The Customer is obliged to inform, about and in accordance with these "Conditions", third parties who will hand over the Consignments to the Forwarder for shipping. For complying with these "Conditions", the Customer is equally responsible as if he had submitted the Consignment by himself. In the event that the Customer hands over to the Forwarder a Consignment defined in Clause 4.2 without his knowledge and express consent, the "Contract" shall not be concluded and the Forwarder is not responsible for any damage incurred in connection with Consignment receipt and its subsequent handling. In such case, the Customer is obliged to pay the Forwarder all accompanying costs as well as total incurred damage. By receiving of the Consignment for shipping, the Forwarder does not waive of the right to reject the shipping.
- 4.5 Forwarder is entitled to verify an identity of Consignor as well as Consignee of the Consignment by means of a valid identity document. Forwarder is entitled to mark the last five (5) numbers of the submitted identity document.
- 4.6 If the Consignee has a PIN code from DPD, the Customer is entitled to deliver the Consignment to the person who proves it by this PIN code. If the PIN code is proved, the Forwarder is not obliged to verify the Consignee's identity by means of a valid identification document. The use of the PIN code can be applied both for domestic and international transport.
- 4.7 The Forwarder records the GPS coordinates of the location of the parcel label scan for the reasons of check and security of delivery.
- 4.8 The Forwarder does not perform the transport separately but through third parties (couriers or carriers). In accordance with the Contract, the Forwarder only procures the transport but does not perform it directly.
- 5. C.O.D Consignments**
- 5.1 If the Customer intends to use shipping of C.O.D. Consignment, he is obliged to put on it a shipping label determined by the Forwarder for C.O.D. Consignments.
- 5.2 The Forwarder permits shipping of the Consignments within domestic shipping with the cash-on-delivery service for domestic shipping. The C.O.D service to the countries: the Czech Republic, Hungary, Poland can be used only under the conditions agreed in advance and stated in the Contract.
- 5.3 On the shipping label, the customer is obliged to write down the amount which shall be collected from Consignee in the official currency of a given country. The amounts written on the shipping label and C.O.D. list must be identical.
- 5.4 The Customer is obliged to send the C.O.D. list to the Forwarder until 18:00 CET on the day of handing over the Consignment at the latest by e-mail to the address [dobierka@sk.dpd.net](mailto:dobierka@sk.dpd.net) or electronically in the format specified by Forwarder. Then the Customer shall hand in the C.O.D list also to the DPD courier performing handing over of the consignments. The customer is obliged to send the C.O.D. list by e-mail also to the address [dobirky@dpd.cz](mailto:dobirky@dpd.cz) in a case of C.O.D. send to Czech Republic.
- 5.5 If a reason why a consignment was not delivered was the fact that the Consignee had not available cash or a bank card to pay the amount stated on the shipping label of the Consignment at the first attempt to deliver the Consignment, it should be deposited with the Forwarder maximum for 14 calendar days. During this period and according to the Forwarder's written notice that the Consignment cannot be delivered, the Consignee has a possibility to fix a date of delivery of the Consignment and paying of the unsettled C.O.D. amount with the Forwarder. If after the lapse of the 14-day period the consignment is not delivered due to the unsettled amount, it shall be returned to the Customer. If a parcel is delivered or redirected to Pickup point, Consignment will be returned to Principal after 7 working days of storage in the Pickup points.
- 5.6 If Customer doesn't provide the C.O.D. data or provides incorrect or incomplete C.O.D. data and Forwarder must correct or complete the C.O.D. data manually, Forwarder is entitled to charge Customer for the administrative charge of 1,- € for all such Consignments. Forwarder shall be neither responsible for a damage caused to Customer due to incorrect C.O.D. data, nor for another fault caused by breach of sections 5.3 and 5.4 of these Conditions by Customer. If the damaged Consignment is perishable, endangers people or property, Forwarder is entitled to dispose of the entire Shipment or its damaged part without undue delay. In the case of liquidation of the Consignment according to the previous sentence, Forwarder is entitled to compensation from Customer for the costs incurred for the liquidation of the Consignment. In the event that the DPD does not provide the C.O.D. data within the above scope before the collection of the Consignment, the DPD shall be entitled to withhold this Consignment until the C.O.D. data are provided, DPD being entitled to charge the Customer for the administrative fee pursuant to this Article.
- 5.7 With Consignments sent as C.O.D. the Consignment will be handed to recipient only after payment of a respective financial amount specified on the parcel label. This financial amount Forwarder (i) remits to the account specified by Principal within the period referred to in Article 4.1 letter b) of the "Conditions", and meeting this time limit is determined by the date of debiting the amount from the account of Forwarder on behalf of Principal, or (ii) Forwarder shall set off the amount of money against any claims towards Principal.
- 5.8 Within domestic shipping, certain C.O.D amount can be paid also by a bank card accepted by the Forwarder, if the Customer has ordered such a service within shipping. In the case of Exchange Service the condition for delivery of the Consignment to the Consignee is handing over of another Consignment determined by the Consignee to the hands of the Forwarder. Specified services are charged according to the valid Forwarder's price list.
- 5.9 If the amount written on the shipping label or C.O.D list is in a currency different from the official currency of the country of delivery, the Consignment shall be returned back to the Customer.
- 5.10 The bank account to which the collected amount shall be remitted must be kept by a subject with a bank licence having its seat in the country of delivery. The account valid for paying for C.O.D Consignments shall be the Customer's account stated in the Forwarding Contract or defined according to paragraph 5.11 of these Conditions. Payments for C.O.D Consignments collected in the country of delivery are remitted to the Customer's account in the official currency of the country of delivery.
- 5.11 If the Customer changes the account determined for paying for the C.O.D. Consignments, he shall be obliged to send to the Forwarder the filled in and signed amendment to the Forwarding Contract, the Form on the change of the account (shall be delivered by the Forwarder) or a letter with notification signed by a statutory representative of the Customer's company.
- 5.12 In a single order, it is possible to pick up a maximum of 5 parcels for customers paying in cash, i.e. non-contractual DPD customers.
- 5.13 In one order, the maximum address limit is 10 for customers paying in cash, i.e. non-contractual DPD customers.

## 6. LABELLING AND DELIVERY OF THE CONSIGNMENTS

- 6.1 The Forwarder shall provide the Customer SW for printing of parcel labels, or provide documents with specification for printing of parcel labels from its own SW. In case of printing from own SW, the Forwarder reserves the right to check and approve in writing using of such labels.
- 6.2 Forwarder reserves the right to block the parcel if Principal does not give the information about recipient in accordance with specification prior to handing over of the Consignment to Forwarder.
- 6.3 In case of SW application for printing of labels, the Customer is obliged, following the instructions from the Forwarder, to update the routing table, so-called ROUTEN TAB, in order to use the current version. At the same time, the Customer is obliged to use solely the numerical series assigned by the Forwarder, and the Customer is obliged to ensure labeling of each Consignment with a single unique parcel label. The Customer is not entitled to provide the parcel label to a third party. Furthermore, the Customer is obliged to remove all previous parcel labels, stickers and other information from the containers, or to ensure in a different manner that they are not visible.
- 6.4 In case of violation of the provision in Clause 5.2, the Customer bears all resulting risks and simultaneously, the Forwarder is not liable for any damage incurred to the Customer. The Forwarder is entitled to demand from the Customer payment of the contractual fine of €100, for every violation of the provision in Clause 5.2. The Customer is obliged to fill in a complete and correct Consignee's address (including zip code) on the parcel label, in case of unlabeled weight the Consignment shall be charged as 50 kg and the Customer shall provide the Consignment with an appropriate parcel label.
- 6.5 If any Consignment requires specific handling from the Forwarder, Customer is obliged to label the Consignment with supplementary labels "Fragile" and "This Side Up". If the Consignment label is not unique, or it is incongruous, it is assumed that the Consignment does not require special handling. Marking of the Consignment by the supplementary labels does not relieve Customer of responsibility for the correct packaging of Consignment in accordance with these Conditions, in particular in accordance with section 6.8 on the correct packaging of the Consignment and section 4.2 on Consignments excluded from shipment. Forwarder is entitled to charge 0.1 € for the use of pre-printed labels for each individual label used.
- 6.6 The Consignment intended for delivery shall be collected by the Forwarder according to the agreement either at the Customer or the Customer shall hand over it for delivery in a respective depot of the Forwarder. The Customer and the DPD courier shall confirm the amount of parcels received for shipping by a signature on a corresponding form of the Forwarder.
- 6.7 If the parcel is not prepared to be picked up within the scheduled pick-up time for the Consignment, the Forwarder will impose a charge for an unnecessary arrival of the courier amounting to € 1.50 for each address.
- 6.8 The Customer is obliged to properly pack the Consignment and secure it against the danger of road transportation so it possible to handle it by one person, transport it on a roller way and treat it normally without risk of damage. Consignments dispatched from Pickup points exceeding 20 Kg or whose longest side exceeds 100 cm, or the total dimensions of the Consignment are more than 250cm of circumferential length, shall be considered as items which cannot be safely handled by one person, transported on a roller conveyor and handled the usual way without risk of damage. Consignments not dispatched from Pickup points which exceed 50 Kg in domestic transport and 31.5 in international transport, or the longest side of which exceeds 175 cm or the total dimensions of the Consignment are more than 300cm of circumferential length, shall be considered as items which cannot be safely handled by one person, transported on a roller conveyor and handled in the normal way without risk of damage. The container must match the weight and nature of the Consignment and the open space between the container and its contents must be filled, goods in the Consignment must be secured against movement. DPD shall deliver the Consignment to the Consignee's address indicated by the Customer on the parcel label usually on the next working day after the day of collection. Usual delivery time means a time when the Forwarder generally delivers the parcel to the Consignee, unless extraordinary or unexpected circumstances should occur during provision of shipping. If the parcel sent from Pickup point shall be delivered, DPD will deliver the consignment usually two working days after it has been handed in for transport. If Customer intends to use shipping of the C.O.D Consignment, he is obliged to put on it a shipping label determined by the Forwarder for C.O.D. Consignments. Customer acknowledges that the shipment requires such a package that protects Consignment during its road and/or air transport from the load caused by the automatic sorting equipment and mechanical handling (crash from 80 cm to edge, corner or side) as well as from various climatic conditions and/or atmospheric pressure; the package must not allow access to the content without leaving any trace. The Customer is obliged to follow the DPD information document "How to pack a parcel" published on the DPD website [www.dpd.com/sk](http://www.dpd.com/sk)
- 6.9 The Customer sending the tires is obliged to properly pack them up to two pieces and up to 17" including the latter. Above this size, the Customer is obliged to pack the tires individually. The Customer sending the tires including the discs, is obliged to pack them properly and individually, regardless of the size of the tire. When sending tires to Sweden, due to local regulations, regardless of tire size, the Customer is always obliged to pack the tires individually. Proper packaging means that tires must always be packed in such a way that other, smaller consignments cannot fit inside them. Detailed information and obligations of the Customer to transport the tires are set out on the DPD website, [www.presmeruj.mojbalik.sk](http://www.presmeruj.mojbalik.sk).
- 6.10 DPD shall ensure delivery of the Consignment to the address of the Consignee indicated by the Customer on the shipping label usually on the next business day after the date of picking it up. Ensuring delivery of Consignment to the Consignee's address means delivery of the Consignment to the location indicated on the address label. Forwarder and/or the persons performing delivery of Consignment are not obliged to deliver the Consignment directly to the door of flat, office or other interior space. Usual delivery period is the time when the Forwarder or a person carrying out delivery of the Consignment generally delivers the Consignment to the Recipient if, in the course of providing transport, there are no special or unexpected circumstances. With delivery of the parcel sent from Pickup point, DPD shall deliver the Consignment generally two working days after its transfer to transport. Delivery period in foreign transport is determined by the relevant foreign destination. Details are given in the Forwarder's price list for the foreign countries. Delivery time does not include the day when the Consignment was received by the Forwarder, the time required for customs purposes and delay caused by force majeure. Unless DPD and the Customer agreed otherwise, the Consignment may be delivered also to another, alternative Recipient's address if this speeds up the Consignment delivery. Both the Customer and the Recipient of the Consignment may ask to deliver the Consignment to an address different from the address on the parcel label in writing, by phone or electronically at [www.presmeruj.mojbalik.sk](http://www.presmeruj.mojbalik.sk).
- 6.11 Consignment delivery is confirmed by Customer's signature in the paper distribution list, or the Customer confirms the Consignment receipt on a mobile data device using a stylus. Signature using an electronic pen is considered as adequate substitute for a signature in the paper distribution list. If the Consignment cannot be delivered during the first delivery attempt, the Forwarder or a person carrying out delivery of the Consignment shall leave a written notice of the delivery attempt for the Consignee. The Forwarder or a person carrying out delivery of the Consignment shall then attempt to redeliver the Consignment on the next working day. If such redelivery attempt is unsuccessful too, the Consignee may, following the written notice, arrange the final handing over of the Consignment with the Forwarder by phone within 7 calendar days. After expiration of this period, the Consignment shall be returned to the Customer. However, this does not concern Forwarder's claim for remuneration for services rendered.
- 6.12 In the event that the Consignment cannot be delivered to the Consignee pursuant to these Conditions and it cannot be returned to Customer pursuant to section 6.10, Forwarder is obliged to store the Consignment for 60 days. After expiry of the period specified in the previous sentence, Forwarder is entitled to dispose of the Consignment. Customer is obliged to pay to Forwarder all costs associated with the storage and disposal of the Consignment.

- 6.13 Within Germany and Denmark DPD CLASSIC consignments are delivered to the recipient's mailbox if size and nature of the consignment allow it. Consignments can be delivered only to the original recipient's mailbox. If the mailbox is full, delivery to the mailbox is not possible. If consignments are delivered to the mailbox, delivery is not confirmed by the signature.
- 6.14 Consignments delivered to Belgium, the Netherlands, Luxembourg and France are after the first failed attempt to deliver them saved at the Pickup point, where the recipients may pick them up.
- 6.15 If the Consignee rejects to receive the Consignment, the Forwarder or a person carrying out delivery of the Consignment shall deliver the Consignment back to the Customer without any further delivery attempts. However, this does not concern Forwarder's claim for remuneration for services rendered.
- 6.16 In the event of unsuccessful delivery, the Consignee may change the instructions on delivery (delivery address or delivery date) via [www.presmeruj.mojbalik.sk](http://www.presmeruj.mojbalik.sk). The Forwarder shall accept this change on the day of unsuccessful delivery until 10:00 PM CET. In case of change of instructions on delivery, date of this change includes also 7 days period of storage.
- 6.17 On delivery, DPD courier is not obliged to participate in inspection of Consignment contents.
- 6.18 In case of non-observance of conditions in Clause in paragraphs 5.1, 5.3 and 5.4 of these Conditions, the Forwarder reserves the right to suspend the C.O.D Consignment delivery while not being liable for potential damages caused to the Customer.
- 6.19 DPD reserves the right to inspect the contents and method of Consignment packing at every cash collection in the presence of the Customer, DPD reserves the right to open the Consignment at any time during the shipping by DPD employee in the presence of at least one witness, to draw up a record on the Consignment inspection and to re-seal the Consignment using a tape of the respective depot where the inspection had been carried out. It is an obligation of the Forwarder to record the data of Consignment inspection. This information shall then appear on the DPD website.
- 6.20 If the Customer sends a Consignment that does not meet the conditions laid down in these Conditions and in particular not only the provisions of paragraphs 6.8 and 6.9, the Forwarder has the right to accept such Consignments for transport as well as to refuse them from transport. If the Forwarder accepts for transport a Consignment that does not meet the conditions laid down in these Conditions, the Customer acknowledges and agrees that the transport is under the responsibility of the Customer. Any damage to Consignments caused by transport shall be borne in full by the Customer. The Forwarder shall not be liable for any damage to the consignment as well as other related damages connected with the transport of the Consignment, which does not meet the provisions of these Conditions, and such a damage shall be fully borne by the Customer.

## **7 PRICE OF FORWARDING SERVICES AND ITS TERM OF PAYMENT**

- 7.1 The amount of remuneration for forwarding services comes into being with handing over of the Consignment to the Forwarder and it is set by Forwarder's current price list and by total Consignment weight including container, and possibly by the C.O.D. amount. For international Consignments, the price does not include return shipping of the consignments. In case of a failure to pay customs claims (import duty, VAT etc.) in the respective destination by the Consignee, this amount shall be paid by the Customer (i.e.o. DPD shipment conditions, the customs debt is payable by the Customer).
- 7.2 The Forwarder reserves the right to modify the Customer's data concerning the Consignment weight, namely in the case if Forwarder's automatic scales register a difference between the value given on the parcel label and the actual weight of the Consignment. In such cases, it is the value specified by the Forwarder that is decisive for the calculation of the remuneration for forwarding services.
- 7.3 The Forwarder reserves the right to charge a flat rate surcharge of €6.60 for domestic shipping service or €20 for international shipping service, respectively, namely in the case if the shipping fails to comply with the conditions stipulated in Clause 4.2, Subsection e) of these "Conditions" and this failure was not detected by the Forwarder when handing over the Consignment for shipping, however, only by means of automatic scales within the Forwarder's premises, or by physical verification of Consignment dimensions within the Forwarder's premises. Sum of money for provision of shipping that Consignment shall be increased by this surcharge for the Customer.
- 7.4 If it is detected, after reweighing using automatic scales or after physical verification of the dimensions, that the Consignment weight exceeds 60kg, the Forwarder reserves the right to return the Consignment to the Customer and to charge him a flat rate surcharge of €3.30.
- 7.5 If Principal requires issuing replacement documents (tax receipt, distribution roster) from Forwarder, this service will be charged 1, - € per piece.
- 7.6 The price for the forwarding services is payable by the Customer in cash when handing over the Consignment to the Forwarder. If the Forwarding Contract provides for an invoice-based settlement, invoice shall be payable at the date stipulated in the "Contract". Forwarder issues the electronic invoice to the Customer and sends it to the email address specified in the "Contract" or in the "Electronic Invoice Consent". If the Consignor requires the paper invoice to be sent, Forwarder charges this service with an amount of € 5 for each such invoice.
- 7.7 In case of invoice payment delay, the Forwarder is entitled to demand from the Customer payment of the services in cash, even if otherwise agreed by that time, the Customer is obliged to hand over to the Forwarder all assigned parcel labels, the Forwarder is entitled to freeze the numerical series assigned to the Customer for printing of parcel labels.
- 7.8 In case of invoice payment delay, the Customer is obliged to pay the Forwarder the costs connected with claiming the outstanding amount as well as interest on late payment amounting to 0.05% of the amount due for each day of delay.
- 7.9 Principal of the Consignment acknowledges that Forwarder has the lien on the Consignment under Article 608 of the Commercial Code and in the case of non-payment of the fee for a forwarding service Forwarder is entitled to proceed according to provisions of the Articles 151s to 151v of the Act No. No. 40/1964 Coll. – the Civil Code. Forwarder is entitled to set off any of his claims towards Principal against any claims of Principal towards Forwarder under provisions of Article 358 and subsequent provisions of the Act No. 513/1991 Coll., the Commercial Code, including the claims of Principal listed in point 2.6, the second sentence, and/or 5.7 the first sentence of these General Business Conditions (GBC).
- 7.10 During the period from 01.11. to 31.12. of the respective year, the Customer reserves the right to charge the so-called seasonal surcharge of € 1 for each parcel sent.

## **8. FORWARDER'S RESPONSIBILITY FOR DAMAGE TO THE CONSIGNMENT**

- 8.1 The Forwarder shall be responsible to the Customer for any damage incurred to the Consignment in relation to ensuring of its transport, unless it could avert it with due professional care. Forwarder shall be responsible to the Customer for any damage incurred to the Consignment which happened. after its receipt for shipping up to its delivery to the Consignee. The Forwarder shall be responsible for actual damage, however, not for lost profit, sanctions for delay, contractual penalties, claims of third parties, Forwarder's obligations to third parties and other consequential damages, e.g. also due to failure to meet the usual time of Consignment delivery given in the price list of forwarding services.
- 8.2 Actual damage means a decrease in property value of the Customer as a result of a damage event to the Consignment shipped.
- 8.3 Forwarder's responsibility for the damage incurred during ensuring the transport on the Consignment shipped with domestic shipping service is, according to these "Conditions" by agreement of both parties, limited to a maximum amount of €2.500.
- 8.4 According to these "Conditions", the Forwarder's liability for damage incurred during ensuring the transport to the transported Consignment during international transport is on the basis of the agreement of both parties limited to the maximum amount of 520, - €. Unless the documents presented by Customer show the real value of the consignment and the value declared by Customer per 1 kilogram of a consignment is higher than the limit under the Protocol to the Convention on the Contract for the International Carriage of Goods by Road (CMR Convention), the amount of compensation is determined by the provisions of the Protocol to the Convention i. e. the compensation does not exceed 8.33 of the numerical unit of special drawing rights per kilogram of a missing total weight. The amount of a numerical unit of special drawing rights (SDRs) is determined by the current exchange rate determined by the NBS (the National Bank of Slovakia).



- 8.5 Insurance of consignments exceeding the value stipulated in Clause 7.3 or 7.4 can be agreed only by means of a separate written contract concluded between the Forwarder and the Customer.
- 8.6 The Forwarder shall not be held responsible for any damage incurred on the Consignment during ensuring the transport, if it has been caused by:
- a) the Customer, Consignment Consignee or Consignment owner,
  - b) a defect to the Consignment, its natural characteristics or its shrinkage,
  - c) defective or insufficient Consignment container, unsuitable manner of packing, lack of identification of the Consignment with a parcel label or by handling signs, and in case of combination of more consignments in a single unit with a single parcel label.
  - d) labeling with multiple identification labels,
  - e) incomplete, incorrect or misleading information of the Customer concerning the Consignment contents and nature,
  - f) failure to label the Consignments with supplementary labels, "Fragile" and "This Side Up" if required by the Consignment nature.
- 8.7 The Customer is liable for damages caused to the Forwarder or third parties if these damages incurred due to infringement of duties resulting for the Customer from law, "Contract" and these "Conditions" and they were caused by the Consignment handed over for shipping by the Customer, or its contents.

#### **9. GUARANTEED DELIVERY, SATURDAY DELIVERY**

- 9.1 The Consignment can be handed over and received for provision of shipping also as a service with guaranteed time of delivery (hereinafter referred to as "GD") or Saturday delivery (hereinafter referred to as "SD"). The Forwarder is obliged to deliver GD and SD in terms given in Forwarder's price lists. Payment for provision of shipping is set by an individual Forwarder's price list for these services. List of operated locations for which these services are provided can be found at Forwarder's website, [www.dpd.com](http://www.dpd.com).
- 9.2 Within the Guaranteed delivery, the Forwarder offers following products and services:
- a) DPD 10:00 is guaranteed Consignment delivery to selected areas of the Slovak Republic on the next working day until 10:00 AM after Consignment collection at the Consignor,
  - b) DPD 12:00 is guaranteed Consignment delivery to selected areas of the Slovak Republic on the next working day until 12:00 noon after Consignment collection at the Consignor,
  - c) DPD 18:00 is guaranteed Consignment delivery to selected areas of the Slovak Republic on the next working day until 06:00 PM after Consignment collection at the Consignor,
  - d) DPD GUARANTEE is guaranteed Consignment delivery outside the Slovak Republic at the time given in the price list of this service. This service is provided for selected destinations given in the Forwarder's price list,
  - e) CITY SERVICE is guaranteed Consignment delivery within 2 hours since the moment of taking a telephone or e-mail order, CITY SERVICE is provided within the territory of Bratislava only,
  - f) SATURDAY DELIVERY is guaranteed Consignment delivery to selected areas of the Slovak Republic on Saturday. If Saturday is a public holiday, SD service is not provided.
- 9.3 The Customer is obliged to label the Consignments shipped as GD and SD with a properly and completely filled in service label. The Forwarder shall provide the service label. Rights and duties of the Forwarder and the Customer resulting from these "Conditions" or "Forwarding Contract" and relating to provision of GD and SD shipping arise as soon as the Forwarder's agent (courier) and the Customer (Consignor) sign the service label. In the event that the Consignment does not comply with conditions for GD and SD specified in these "Conditions", or in the Forwarding Contract, the Consignment is handled as a standard Consignment.
- 9.4 Besides the Consignor's home address, the Customer is obliged to state also his own telephone number or e-mail on the address label. In the event that DPD 18:00 delivery cannot be carried out in the time stipulated in Clause 8.2 Section c), the Forwarder is obliged to inform the Customer about this fact and its reasons without undue delay. Even in such case the Forwarder, through a person carrying out the transport, proceeds with Consignment delivery and it shall be delivered as a standard Consignment also after a lapse of term stipulated in Clause 8.2 Section c) of these "Conditions".
- 9.5 If the Consignments delivered via GD and SD are not delivered in the respective term, the Forwarder shall provide a refund or credit note for the full amount of a forwarding charges for the Consignment to the Customer upon request. If the failure to meet the delivery term was caused by Customer's mistake or Consignee's failure to receive or by his rejection of the Consignment, or due to other circumstances excluding Forwarder's liability (according to § 374 of the Act No. 513/1991 of the Commercial Code) outside the Forwarder's control, the Customer is not entitled for refund of amount paid for shipping. Such circumstances also include strikes, natural disasters, closing of transport connections due to unsuitable weather conditions, incorrect or missing information from the Customer or the Consignor.
- 9.6 Legal relations between the Forwarder and the Customer at provision of shipping via GD and SD not regulated in Article 8 of these "Conditions" (including the Forwarder's liability for damage) are governed by other provisions of these "Conditions" and "Forwarding Contract".
- 9.7 The Forwarder is not responsible for any damages, potential lost profit, penalties and other consequential damages incurred as a result of failure to meet the delivery time given in the price list for individual GD and SD services.
- 9.8 If at taking over of the parcels with the product "CITY SERVICE" Forwarder finds out a difference in the number of the parcels to be shipped, he is entitled to refuse a shipment.

#### **10. COLLECTION REQUEST**

- 10.1 The Consignment may be handed over and received for provision of shipping at the territory of Slovakia and other selected countries as so-called "Collection Request", or the Customer may order from the Forwarder to collect the parcels abroad. The Customer is obliged to inform the Forwarder by via fax or electronic order. In principle, the Forwarder makes the collection of this Consignment on the next working day if the shipment order was sent until 02:30 PM at the latest on that working day.
- 10.2 The Forwarder reserves the right to reject the "Collection Request" unless the Customer provides in ordering all data necessary for collection of parcels which must be listed in Forwarder's shipping document including the number of parcels.
- 10.3 If the number of parcels for "Collection Request" handed over by the Consignor for shipping to the Forwarder, does not correspond with the data listed in the shipping request, the Forwarder undertakes to ship all parcels including the additional ones, and the Customer undertakes to pay shipping of all parcels according to the valid Forwarding Contract.
- 10.4 If the Forwarder finds out a difference in the number of parcels for shipping when he collects the parcels for the product Collection request, he is entitled to reject to carry out the shipping.
- 10.5 "Collection Request" and "DPD CLASSIC Import" services may be used only by a customer who has concluded a valid Forwarding Contract with the Forwarder.
- 10.6 Price for the service Collection request is set in Forwarder's respective price list for these services.

#### **11. DPD CLASSIC EXPORT**

- 11.1 The Consignment can be handed over and received for provision of shipping by means of international carriage by air, DPD CLASSIC EXPORT (applicable for zones 6, 7, 8, 9).

- 11.2 Consignment carriage by air is subject to the Warsaw Convention of 12 October 1929 or this Convention as amended by Hague Protocol 1995 or Montreal Convention No. 4 1975, or Montreal Convention 1999 respectively, according to which of them has to be applied.
- 11.3 If the Customer states a higher value for shipping in the accompanying documents (invoice, pro-forma invoice), Forwarder's responsibility is limited by provisions of the Warsaw Convention up to an amount of 20 USD/kg or 9.07 USD/lb. Forwarder's responsibility, unless required for shipping, is governed by the declared value for shipping given in the accompanying documents. The value for shipping must not exceed the value for customs purposes.
- 11.4 Following the Forwarder's order, the Forwarder shall procure the issue of export customs documents. Issue of customs documents for other customs procedures than permanent export or free circulation is not possible.
- 11.5 In the event that the Customer demands issue of export documents from the Forwarder, he is obliged to provide the Forwarder following documents:
- a) letter of attorney – Forwarder's authority to represent the Exporter before the Customs Office
  - b) consignment contract – contract for provision of service
  - c) extract from the Exporter's Companies Register or the Trades Register (copy)
  - d) certificate of registration for Exporter's taxpayer identification number (copy)
- 11.6 Trade/Pro-forma invoice must include all legal requirements as to invoices, its original copy must be issued in English language and in 5 copies and the amounts specified therein must be VAT excluded.
- 11.7 In case that the Customer will provide documentation for customs operations which is contrary to applicable laws, rules and regulations including customs laws, the Forwarder assumes no responsibility towards the Customer or other party for any loss, costs incurred to him on this account. All customs fines, storage fees including other costs incurred to the Forwarder from operations of the customs offices or other public offices, or for the reason that the Customer did not provide the Forwarder a proper and complete documentation, the Forwarder shall charge the Consignee. If the Consignee refuses to pay, the Forwarder shall demand the payment from the Customer along with an administrative charge as well as potential extraordinary costs.
- 11.8 The Customer is obliged to supply DPD the data, which consist of the address of the Consignor, the address of the Consignee and the email or telephone contact to the Consignee. If the Customer fails to supply or supplies erroneous or incomplete data and it is necessary to correct or complete the Customer's data manually, the Forwarder shall be entitled to charge the Customer an administrative fee of € 1 for each such Consignment. At the same time, the Forwarder shall not be liable for damages caused to the Customer due to incorrect data entry or other error caused by violation of these Conditions by the Customer. If the damaged Consignment is perishable, endangers people or property, the Forwarder has the right to dispose of the whole Consignment or its damaged part without undue delay. In the event of liquidation of the Consignment under the previous sentence, the Forwarder shall be entitled to reimbursement of the costs incurred in relation to liquidation of the Consignment. In the event that the data are not to DPD supplied to the extent stated above prior to the collection of the Consignment, DPD shall be entitled to withhold this Consignment until the data are supplied, and DPD shall be entitled to charge an administrative fee in accordance with this Article.

## 12. DPD HOME

- 12.1 Delivery of consignments, for which the Customer identified the Consignee as a physical person - non-entrepreneur, the Consignor provides the delivery in DPD HOME mode. The Customer is obliged to label these consignments with a shipping label for this product. Failure to do so can result in prolongation of the normal delivery time.
- 12.2 Following provisions apply for this service:
- a) notification of Consignment delivery via SMS or e-mail message on the day of Consignment receipt for shipping (usually one day before Consignment delivery),
  - b) Notification of an anticipated delivery time interval sent to the Recipient via SMS or e-mail on the day of delivery of the consignment,
  - c) giving an opportunity to change the address or date of delivery in the event that the first attempt of Consignment delivery to the address given on the parcel label had not been successful at [www.presmeruj.mojbalik.sk](http://www.presmeruj.mojbalik.sk),
  - d) giving an opportunity to change the date of delivery by replying to the interactive SMS in case of notification of Consignment delivery via SMS
- 12.3 If the Customer takes advantage of SMS services, the Consignee is obliged to send all data about the change of Consignment delivery until 10:00 PM CET at the latest on the day when he received information on scheduled Consignment delivery.
- 12.4 Unless the Customer states all necessary data for DPD HOME purposes, in particularly mobile phone number or e-mail address (or the data are not in required format), the Forwarder is not obliged to carry out DPD HOME services. However, this does not concern Forwarder's claim for payment for DPD HOME service.
- 12.5 Price for "DPD HOME" services is set in Forwarder's respective price list for these services.
- 12.6 The Customer is obliged to supply DPD the data, which consist of the address of the Consignor, the address of the Consignee and the email or telephone contact to the Consignee. If the Customer fails to supply or supplies erroneous or incomplete data and it is necessary to correct or complete the Customer's data manually, the Forwarder shall be entitled to charge the Customer an administrative fee of € 1 for each such Consignment. At the same time, the Forwarder shall not be liable for damages caused to the Customer due to incorrect data entry or other error caused by violation of these Conditions by the Customer. If the damaged Consignment is perishable, endangers people or property, the Forwarder has the right to dispose of the whole Consignment or its damaged part without undue delay. In the event of liquidation of the Consignment under the previous sentence, the Forwarder shall be entitled to reimbursement of the costs incurred in relation to liquidation of the Consignment. In the event that the data are not to DPD supplied to the extent stated above prior to the collection of the Consignment, DPD shall be entitled to withhold this Consignment until the data are supplied, and DPD shall be entitled to charge an administrative fee in accordance with this Article.

## 13 Pickup points

- 13.1 Forwarder performs delivery of Consignments under the Pickup service, if Principal chose this service for delivery of Consignment.
- 13.2 Within the service Pickup, Forwarder shall provide the following services for Principal:
- a) Sending an automatically generated SMS or email on the day of delivery of the consignment to the Pickup point.
  - b) Reminder of the deposit at the Pickup point on the fifth calendar day after the consignment has been deposited.
  - c) Depositing Consignment in the Pickup point pick-up point for the period of 7 calendar days and the period will begin one day after delivery of Consignment to Pickup point.
- 13.3 With the service Pickup, Principal may order COD as supplementary option. That supplementary option is separately charged according to the current pricelist of the DPD forwarding services.
- 13.4 Forwarder undertakes to send notification to Recipient by SMS or email only if Principal provides the necessary information, such as the recipient's phone number or email address to which notification should be sent, in the data file specified by Forwarder. If Principal fails to give Forwarder necessary and correct information until 20:45 on the date when Consignment is sent, Forwarder is not obliged to provide a service for which the information is needed. This does not affect Forwarder's right to payment for the service Pickup according to the valid price list.
- 13.5 The price for the service Pickup follows the respective price list.

- 13.6 Maximum weight of Consignment sent to Pickup points is 20 kg in domestic and 10kg in international shipping. Length of the longest side 100 cm maximum, total dimensions of the parcel 250 cm maximum.
- 13.7 Consignment may be even sent from one Pickup point to another Pickup point, when using the price list valid for Pickup points, or to any address in Slovakia when using a Forwarder's standard price list. The service of sending Consignment from Pickup point can be used only in the selected Pickup points specified by Forwarder.
- 13.8 Forwarder reserves the right to charge Customer a flat-rate surcharge of € 6.60 for domestic transport and € 20.00 for international transport respectively, if Consignment does not meet the conditions set out in section 13.6 of these Conditions and Forwarder has not found out such a fail to meet these conditions during handing over Consignment for shipment but only through automatic weighing in Forwarder's premises, or by physical inspection of the Consignment dimensions in the Forwarder's premises. The amount payable by Customer for the arrangement of shipment of that Consignment shall be increased by this surcharge.

#### **14. PAYMENT BY A CARD**

- 14.1 The Forwarder accepts payments made by Maestro, MasterCard, MasterCard Electronic, VISA, VISA Electron and V-Pay cards for his services from the Customer or payment for cash-on-delivery from the Consignee.
- 14.2 If the payment for a COD Consignment (COD amount) was paid to Forwarder by a payment card, Forwarder shall remit this financial amount (i) to the account specified by Principal, or (ii) is entitled to set it off against any claims towards Principal. Commission for the Bank's services under contract for card acceptance, concluded between Forwarder and the Bank shall be accounted by Forwarder with the invoice issued under existing Contract.
- 14.3 In the event that the Bank puts a hold on a transaction made by a payment card, time needed for transfer of the amount to Customer's account is prolonged by the time while there is a hold put on the funds.
- 14.4 The Customer agrees that the Forwarder is entitled to verify the validity, authenticity of submitted payment card with an identity check of the cardholder.
- 14.5 If the Bank performs corrective accounting of payments and financial disparities, the Forwarder is entitled to payment of this sum from the Customer, in particular if
- a) the transaction was made by a counterfeit or modified payment card,
  - b) the transaction was fraudulent.
- 14.6 From disputes between the Customer and the cardholder concerning the quality of goods or services paid via payment card arise no obligations or responsibilities for the Forwarder.
- 14.7 If the Bank performs corrective accounting or reverse settlement from reasons of complaints, the Customer undertakes to pay this sum to the Forwarder.

#### **15. ELECTRONIC SERVICES**

- 15.1 The company DPD has a right to maintenance of the DPD's information systems (DPD portal, software for scanning of the consignments, reporting, receipt of the notification data or export data, any data exchange, email or notification communication etc.). During the maintenance of the systems, DPD's electronic services will not be available, however, to the maximum extent of 0.5 % within a current month. Within this range, public holidays and weekends are not included.
- 15.2 The company DPD is not responsible for the quality of the data provided by Principal.
- 15.3 The company DPD reserves the right to close any electronic way of delivery of the data from Principal if the data source threatens function of the DPD systems with viruses, electronic attack etc.
- 15.4 The company DPD SK is not responsible for potential unavailability of the DPD's electronic services caused by force majeure.

#### **16. PROTECTION OF PERSONAL DATA**

- 16.1 The Customer agrees that the Forwarder, in the meaning of Act No. 122/2013 Coll. on protection of personal data as subsequently amended (hereinafter referred to as "Act on Protection of Personal Data") shall process, collect and save personal data specified in the "Contract", or acquired from other sources related to mutual cooperation of the Customer and the Forwarder and other personal data required for provision of forwarding services. The Forwarder shall save this personal data in his customer database for purposes of performing his obligations resulting from the "Contract", and registration purposes.
- 16.2 The Forwarder is entitled, for purposes of quality improvement of services provided or for purposes of future documentation of the contents of telephone collection orders, to record telephone calls made to Forwarder's Customer Hotline.
- 16.3 The Customer shall provide consent according to Clause 16.1 of these "Conditions" during the term of contractual relationship arisen under this "Contract" between the Customer and the Forwarder and for a period of additional 5 years from performance of Customer's rights and duties from this "Contract". If the consent was provided in connection with customs clearance, term for storing of data is 10 years.
- 16.4 Principal undertakes to obtain the consent of a Sender and Recipient of the Consignment with the personal data processing in accordance with the Act on Personal Data Protection within the range enabling Sender to fulfil properly the duties resulting from the "Contract" and the Act on Personal Data Protection. For such a case Principal undertakes, according to Article 725 and the subsequent provisions of the Commercial Code, to reimburse to Sender any damage which he could incur in relation to processing of the personal data of Senders and Recipients or of the other persons whose personal data have been given to Sender in relation with fulfilment of the "Contract". In the case when Sender processes the personal data on behalf of Principal for the Principal as an intermediary according to the Act on Personal Data Protection, the Principal shall be obliged according to Article 8 of the Act on Personal Data Protection to conclude with Sender the agreement which shall form the supplement of the "Contract"; this shall be done before the start of personal data processing. Principal shall be obliged to provide for Sender immediate necessary collaboration with the completion of the contents of the contract according to Article 8 of the Act on Personal Data Protection (particularly stating the names of the information systems, list of the personal data which shall be processed, and the sphere of the persons concerned) so that it contains all legal terms in accordance with Article 8 par. 4 of the Act on Personal Data Protection.
- 16.5 The Forwarder commits himself not to use confidential information acquired from the Customer for any other purposes than provision of forwarding services required for performing the subject matter of this "Contract".

#### **17. COMPLAINTS**

- 17.1. Complaints procedure is governed by Forwarder's "Complaints Code".

#### **18. FINAL PROVISIONS**

- 18.1 Legal relations between the Forwarder and the Customer not regulated by the Forwarding Contract or by these "Conditions" shall be governed by appropriate provisions of the Commercial Code of the Slovak Republic.
- 18.2 All disputes arising out of this contract, including disputes concerning its validity, interpretation or termination, shall be resolved before the Permanent Court of Arbitration established by the company Slovenská rozhodcovská a.s., with registered office in Karloveské rameno 8, 841 04 Bratislava, company registration No.: 35 922 761, registered in Commercial Register of the District Court Bratislava I, section Sa, file No. 3530/B



(hereinafter referred to as "Arbitration Court") under the internal rules of the arbitration by one arbitrator appointed under the internal rules of the Arbitration Court.

18.3 The arbitrary decision on the merits is final. This arbitration agreement shall not be concerned by a potential withdrawal from the "Contract". These "Conditions" come into effect on 1<sup>st</sup> October 2019.