



General Terms and Conditions

Valid as of 1st October, 2018

General Terms and Conditions

Domestic Transportation



1. Basic Terms

Service Provider is the Direct Parcel Distribution CZ Ltd. company, Reg. No. (IČ) 61329266, residing at Modletice 135, 251 01 Říčany u Prahy, registered in the Register of Companies maintained by Prague Municipal Court, Section C, register inlay number 52346 (hereinafter as the "Service Provider" or "DPD").

Contractor and Pickup are third parties outside of the Service Provider through which the Service Provider performs its pickups, transportation and delivery of the Parcels.

Customer is the entity that has concluded a Shipping Contract, or any other contract connected to Parcel shipping with the Service Provider.

Recipient is the entity that is mentioned as "Recipient" on the Parcel or any other entity authorized to accept the Parcel.

Parcel is an item that the Service Provider accepted for transportation pursuant to the Shipping Contract or any other contract relating to the Parcel shipping, made by and between the Customer and Service Provider.

COD Parcel is a Parcel with previously specified amount of money to be collected by the Service Provider from the Recipient, which is then in accordance herewith send by a bank transfer to a bank account previously specified by the Customer.

Shipping Contract is the Contract concluded by the Service Provider and the Customer in a written or any other form pursuant to the provisions of Act No. 89/2012 Coll., Civil Code, ("Civil Code") relating to the transportation of items.

Framework Shipping Contract is a written agreement between the Service Provider and the Customer by which the terms and conditions can be set forth for individual Shipping Contracts.

Registration Form is a document by which the Service Provider and Customer confirm the facts that are relevant for a repeated conclusion of Shipping Contracts if a Framework Shipping Contract is not made.

Shipping Services are defined in Article 2 hereof.

Place of Delivery is the address of the Recipient specified on the shipping label.

Extraordinary circumstances are objectively, at the will of the Service provider independently occurring facts, that the Service provider could not anticipate and which could significantly affect delivery of shipments in a particular area.

Claim and Complaint Policy is an integral part hereof and stipulates the procedure for filing and handling claims in case of loss or damage to a Parcel.

2. Shipping Services

2.1 Activities of the Service Provider include (hereinafter jointly as "Shipping Services"):

- a. All actions connected to transportation of Parcels from the place of its acceptance to the place of its delivery;
- b. In case of a COD Parcel – collection of the given sum of money from the Recipient and their bank transfer to the bank account specified by the Customer;
- c. Return shipping of undelivered Parcels to the Customer including Parcels that were refused by the Recipient.

2.2 Shipping Services may include other services provided by the Service Provider (hereinafter as the "Additional Service").

3. Conclusion of a Shipping Contract

3.1 A Shipping Contract may be concluded by:

- a. A written confirmation of a Shipping Order Form;
 - b. A verbal agreement;
 - c. An implied act.
- An implied or verbal Shipping Contract is considered valid at the moment when the Customer hands the Parcel over to the Service Provider and the Service Provider accepts it. An evidence proving the acceptance of a Parcel is a scan record of a Shipping Label.

3.2 DPD shall not account for any proposals, conditions or requirements specified in the Customer's Order that are not contained herein as optional contractual terms and conditions.

4. Excluded Parcels

4.1 Unless otherwise agreed with the Service Provider pursuant to the provisions of Article 4.2 hereof, the following Parcels are excluded from transportation. In particular the Parcels marked with an asterisk (*):

- a. Parcels that are not packed and labeled in accordance herewith or DPD instructions and that are evidently damaged;
- b. Separately packed Parcels that are later bundled in any manner into one, i.e. at least two Parcels bundled together with only one Shipping Label attached;
- c. Parcels the dimensions of which exceed parameters specified for a given type of Parcel;
- d. Dangerous goods, hazardous goods and flammable goods, including but not limited to: dangerous or hazardous wastes, medical wastes, hypodermic needles and syringes, firearms (excluding Parcels containing mechanical weapons with the stretching force of less than 150N and are not included in the "category D" weapons pursuant to Act No. 119/2002 Coll. regulating firearms and ammunition, as amended), other weapons, ammunitions, explosives, fireworks and pyrotechnics, chemicals, acidic, corrosive or irritant substances, the contents of which is subject to Act no. 356/2003 Coll., regulating chemicals and chemical preparations and changes of some other acts, as amended; (*)
- e. Pressurized containers,
- f. Works of art, jewelry (including watches), precious metals (including gold or silver items), precious stones, real pearls, glass or any articles (or part thereof) that are made up of glass, porcelain or cast iron, earthenware or other products made of similar materials, antics, carpets, furs or any other valuables of value more than 520 EUR per Parcel; (*)
- g. Cash, coins, collectible coins and stamps; (*)
- h. Documents which can be exchanged for cash or goods (for example cheques, vouchers with a face value, credit notes, bonds, printed shares, currency paper money and negotiable instruments equivalent to cash admission tickets and gambling tickets) exceeding 520 EUR in value per Parcel; (*)
- i. Parts of a human body and human remains, live or dead animals, frozen or other perishable food; (*)
- j. Any other living organism (for example seeds, trees and plants);
- k. Any goods that is prohibited by law or other valid legal rules or regulations; (*)
- l. Any goods which require temperature-controlled transport;
- m. Parcels and goods the transportation of which is subject to the obtaining of a license by the Service Provider; (*)

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- n. Parcels containing items and materials that are easily damaged even if the instructions for special handling are followed, such as liquids or substances in any containers, including without limitation glass or similarly fragile containers, and items of similar nature, as well as liquid construction or painter's colors and adhesives in any type of container;
 - o. That contain other items and substances, which due to their character require special modification of the transporting vehicle or special conditions of transport due to legal conditions or other circumstances; (*)
 - p. The nature, content, outer appearance, properties, way of shipping or possession of which is illegal or forbidden, especially in connection to safety, public order and rights of third parties; (*)
 - q. That do not have the delivery address displayed or the delivery address is a P.O. BOX; (*)
 - r. Parcels that contain goods with value over 13.000 EUR; (*)
 - s. TV sets and/or monitors with diagonals above 50" and/or bent TV sets;
 - t. New and/or used accumulators or other batteries that contain corrosive substances. (*)
- 4.2 Carriage of Parcels specified in Article 4.1 above is not possible without an express written approval of the Service Provider. Otherwise, the Service Provider shall not be liable for negligence (even in case of loss or damage of such Parcel or its contents).
- 4.3 The Service Provider may impose additional restrictions depending upon the Delivery Country and the Service being provided.
- 4.4 Medicines and medical devices and tools may be carried and accepted only upon prior and written agreement by the Service Provider and after due assessment and acceptance by the Service Provider of the nature of the medicines to be carried and provided that the Service Provider has confirmed to the Customer that the Service Provider and its network are in capacity of handling, storing and shipping the relevant medicines in accordance to the applicable EU's Good Distribution Practice of medicinal products for human use and any other applicable laws and regulations. For any transportation of medicines, the Service Provider may require provision of additional documents on top of the Shipping Label for reference. Customer shall be responsible for the proper packaging and labeling of the shipped medicines in accordance with any and all applicable laws, regulations, good practices and recommendations, and in any case with the Service Provider's relevant instructions.
- 4.5 The Customer is responsible for and shall ensure and warrant that the dangerous goods to be shipped that was granted an exemption are packed and labeled in accordance with and abide by all relevant laws and regulations applicable at the places of handing over and delivery of the Parcel, as well as during the Transit and storage by the Service Provider.
- 4.6 The Customer is obliged to ensure the abidance thereby even if the Parcels are handed over for transportation by third parties. In such case, the Customer is responsible for meeting all the stated requirements as if he was handing over the Parcels.

If the Customer hands over to the Service Provider a Parcel that is excluded from transportation without informing the Service Provider or without his written consent, the Shipping Contract will not be considered

valid and DPD shall not be liable for any property damage that might ensue after accepting the Parcel or further manipulating with it.

In such case the Customer is obliged to pay the Service Provider's all expenses connected therewith and with any property damage that ensues. This regulation does not exclude the steps in accordance with paragraph 4.7 hereof.

4.7 Right of Refusal to Transport a Parcel

The Service Provider is not obliged to transport Parcels that are excluded from transportation. In order to check whether the Parcel in question meets all the requirements, the Service Provider has the right to inspect the Parcel including its content. Acceptance of a Parcel does not deprive the Service Provider of his right to refuse to transport a Parcel if he afterwards gets suspicion that the Parcel in question is excluded from transportation.

In such case, the Service Provider is authorized to (after informing the Customer) either deliver the Parcel to the Recipient, to return it to the Customer or to deal with it otherwise, including its destruction if necessary in a way that will minimize the risk to health or property.

4.8 Opening, Sale and Destruction of a Parcel

- a. Opening: Unless otherwise specified hereinbelow, the Service Provider shall be authorized to open a Parcel only with the Customer consent.

The Service Provider may be authorized (but not obliged) to open a Parcel if:

- The Parcel cannot be delivered or returned or should not be returned pursuant to the Shipping Contract;
- There is reasonable suspicion that it contains an item that according hereto is regarded as excluded from transportation and the Service Provider has not granted his written consent to the Customer;
- It is damaged;
- There is reasonable concern that a damage may occur upon or after its acceptance; or
- It is necessary to meet the duties imposed on the Service Provider by a special legal regulation.

Following the opening of a Parcel, the Service Provider is obliged to inform the Recipient thereof upon the Parcel delivery or the Customer upon the Parcel return. The contents of the opened Parcel may be inspected only to the extent necessary for ensuring the purpose of its opening. When opening a Parcel, the Service Provider shall proceed in such a manner as to protect the contents thereof, facts protected by legal rules and regulations as well as any justified interests of both the Service Provider and Customer.

Following the Parcel opening a written report shall be prepared that shall be attached to the Parcel. Upon its resealing, a Parcel shall be secured by a specific duct tape with the Service Provider's logo.

Restoration of a packaging shall not be regarded as opening of a Parcel if the original packaging is maintained at least partially.

- b. Sale of the Parcel or its part: The Service Provider is entitled to sell the Parcel pursuant to Section 2477 of the Civil Code if a material damage to the Parcel is immediately imminent and there is not enough time to request instructions from the Customer or the Customer delays the provision of such instructions. Additionally, the

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Service Provider is entitled to sell the Parcel of any part thereof after 3 months from its acceptance, if:

- The Parcel cannot be delivered or returned or should not be returned pursuant to the Shipping Contract;
- There is reasonable concern that the contents of the Parcel will be rendered worthless before its delivery.

If possible, the proceeds from the sale shall be remitted to the Customer minus costs for storage, cost of sale and unpaid part of any price ("net proceeds"). If the net proceeds is not remitted, the Customer is entitled to request it within 1 year following the sale of the Parcel or any part thereof. Following the lapse of such period the entitlement to the net proceeds expires and it shall pass to the Service Provider. The Service Provider shall prepare and maintain a written report about the sale of the Parcel. If only a part of the Parcel is sold, the report shall accompany the remaining part of the given Parcel.

- c. Destruction of a Parcel or its part: The Service Provider is entitled to destroy the Parcel or any part thereof after the period of 3 months following its acceptance for transportation if the contents thereof rendered worthless in whole or partially or if events in accordance with the paragraph 4.7 occur.

The Service Provider is entitled to destroy a Parcel or any part thereof before such period if it is necessary due to health protection. If a Parcel, that cannot be delivered or returned or that should not be returned pursuant to the Shipping Contract, cannot be sold, the Service Provider shall destroy it after a period of 3 months from its acceptance for transportation.

The Service Provider shall prepare and maintain a written report about the destruction of the Parcel or any part thereof. If only a part of the Parcel is sold, the report shall accompany the remaining part of the given Parcel.

5. Labeling and Parcel Data

- 5.1 The Customer (or an entity determined by the Customer) is obliged to attach Shipping Labels on top of the Parcels handed over to the Service Provider for transportation that are generated by an application or software administered by the Service Provider or provided by the Service Provider in a printed form or generated by the Customer's software approved by the Service Provider for the given purpose. A manually filled-in Shipping Label in a format acceptable to the Service Provider is subject to a fee pursuant to the currently valid Surcharge Price List.

If the Customer uses his own software for printing Labels, he is obliged to update the RoutenTAB database according to the Service Provider's instructions in order to ensure the correct routing of the Parcels based on ZIP. At the same time, the Customer shall be obliged to electronically send full Parcel data to the Service Provider (details included in subsection 5.2) before 20:00 of the haulage day at the latest via the Service Provider's app or the Customer's own app if it is approved by the Service Provider. Failing that, the Service Provider hereby reserves the right to not provide the Shipping Services in their full extent or not abide by the agreed date of delivery. As for printing the Shipping Labels, the Customer is obliged to use only the number system assigned to him by the Service Provider and to ensure that no two different Parcels shall bear a Shipping Label having the same number.

The Service Provider shall not be liable for any damage or expense suffered by the Customer as a result of any violation of whichever point of the paragraph 5.1 hereof.

Without prejudice to the Service Provider's right to ask for compensation of cost and damage suffered as consequence of the violation of the present paragraph.

- 5.2 The Customer is obliged to specify all data on the Shipping Label that are necessary for proper performance of the Shipping Contract, including without limitation:

- Name and Surname or a Company Name of the Recipient;
- Telephone number including country code for CZ (+420) and e-mail address of the Recipient;
- Place of Delivery, including postcode and country;
- Name of the person authorized to receive the Parcel in the name of the Recipient;
- Actual weight of the Parcel in kilograms;
- The amount of COD, if this form of payment is requested and if the Shipping Label for COD Parcel is used as stated herein.

Information provided on the Shipping Label must be complete, legible, intelligible and correct.

- 5.3 The Customer is obliged to ensure that every Parcel carries only one Shipping Label. Furthermore, he is obliged to remove any misleading signs or designations that are not connected to the transportation currently initiated in accordance with the Shipping Contract concluded with the Service Provider. The Service Provider is authorized to return a Parcel back to the Customer without attempting to deliver it, if it does not meet the requirements stated in this paragraph.

At the same time the Customer is liable for any expenses that the Service Provider will suffer as a result of the Customer handing over a Parcel that does not meet the requirements stated in this paragraph.

- 5.4 In case of the **Secured delivery Service** the Customer is obliged to supply the Service Provider with a 4-digit code that forms a part of a data string that will be entered by the Recipient in the scanning equipment before receiving the Parcel.

- 5.5 Parcels requiring specific handling:

- If the Customer demands specific handling for a Parcel, he is obliged to mark it with the "Fragile" or "This Side UP" labels provided by the Service Provider. The Customer shall ensure that the "Fragile" or "This side up!" stickers are placed as near to the Shipping Label as possible. Detailed instructions can be found at www.dpd.cz, section General Terms and Conditions, document named "How to prepare your parcels properly".
- If the labeling of a Parcel is unclear, especially if different labels on a Parcel rule each other out, the Parcel in question is not considered to be requiring special handling. Notes of a different kind than "Fragile" and "This side up!" stickers provided by DPD, nor caution symbols printed on the original package of a Parcel will not be taken into account by the Service Provider. The Service Provider will provide special care when handling Parcels labeled "Fragile". The Service Provider will also ensure that Parcels labeled "This side up!" are not tilted more than necessary during loading and offloading. Parcels are transported in their most stable position.

6. Acceptance of Parcel by the Service Provider

- 6.1 Unless otherwise agreed between the Service Provider and the Customer, for example as to the pickup of the Parcel by a Contractor at a location determined by the Contractor (haulage), the Customer shall hand his Parcel

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over to the Service Provider at the respective depot or if the given service allows, at a Pickup point.

- 6.2 Collection of a Parcel is performed as specified in the:
- Shipping Order;
 - Framework Shipping Contract; or
 - Registration Form.
- 6.3 The Customer is obliged to provide the Service Provider with correct, complete and comprehensible information about the weight and dimensions of Parcels and about their content and nature.
- 6.4 The Customer is obliged to pack the Parcel appropriately, so that the packaging will allow safe one-man manipulation with the Parcel, its transport on a roller conveyor and to secure it for the purposes of systematic road transportation in a way that will allow basic necessary manipulation with it without running the risk of damaging it. The Customer must use such packaging that will withstand outer influences during systematic road transportation and protect the Parcel inside. The Customer is obliged to abide by the Service Provider's instructions relating to the Parcel preparation as specified at www.dpd.cz, section General Terms and Conditions, document "How to prepare your parcels properly",
- 6.5 The Customer that ships tires domestically in the Czech Republic must ensure that they are properly packed two at a time up to and including size 19"; bigger sizes must be packed and one at a time. The Customer that ships tires including rim, is obliged to pack one piece at a time irrespective of the tire size.
- Tires may not be delivered to Pickup points.
- The Customer is obliged to abide by the DPD's instructions relating to the Parcel preparation for Parcels containing tires as specified at www.dpd.cz, section General Terms and Conditions, document "How to prepare your parcels properly".
- 6.6 If the Customer and Service Provider agree on picking up a Parcel pursuant to the paragraph 6.1 above and at the time of pickup by a Contractor (on the haulage day) the Customer fails to handle the Parcel to the Contractor and fails to cancel such pickup using stornosvozu@dpd.cz, then the Service Provider is entitled to bill a surcharge pursuant to its Surcharge Price List for a vain attempt to pick up a Parcel which shall not affect the Service Provider's entitlement for compensation of damages.

7. Delivery

- 7.1 The Service Provider shall deliver the Parcel to the Place of Delivery address, namely to the first lockable door if the additional service Delivery to a department has not been agreed on. Any changes by the Service Provider of the Place of Delivery after the acceptance of a Parcel may be made under the terms specified in this paragraph.
- 7.2 The transit time and delivery time presented by the Service Provider are indicative. The Service Provider shall not be liable for any expenses that the Customer suffers as a result of failure to meet the transit times.
- The specified transit times of the Service Provider do not include:
- a. The day on which the Parcel is handed over to the Service Provider;
 - b. Delays caused by force majeure or circumstances resulting from traffic as well as circumstances which

could not have been averted or foreseen by the Service Provider;

- c. Time necessary for customs controls, checks by concerned authorities, corrections of incorrect customs duty documents, etc.
- 7.3 The Parcel is considered to be delivered at the moment it is received by the Recipient or a third party acting on behalf of the Recipient at the Place of Delivery. If the Service Provider is in doubt about the Recipient's identity, the Contractor is authorized to request identity papers from him/her as well as authorization to act on behalf of the Recipient. The Service Provider shall not be liable for any delay caused by dealings with such a person or by his/her noncompliance. If the Contractor has no reason to doubt the identity or authorization of the person receiving the Parcel, he is authorized to hand the Parcel over at the Place of Delivery. In case of personal collection of the Parcel by the Recipient/Customer at a collection point Pickup, the Service Provider shall always be authorized to request the identity papers.
- 7.4 The Parcel shall be handed over to the Recipient if the following conditions are met:
- a. The person acting on behalf of the Recipient has confirmed assumption of the Parcel with his/her signature by inscribing it onto an electronic scanning device or a document prepared for this purpose. The Service Provider is not obliged to request signature if the Parcel is handed over in accordance with article 7.4 (d.) with an identity verification via the Security Code (PIN).
 - b. If the Parcel in question is a COD Parcel, it will be handed over after the person acting on behalf of the Recipient pays the COD amount for every Parcel or a group of Parcels received and after the conditions of the previous paragraph. Payment of the COD amount may be made in cash or payment card accepted by the Service Provider. In case of paying the COD amount by a payment card, the Service Provider is entitled to bill a surcharge pursuant to its currently valid price list even if the Customer has not expressly ordered such service.
 - c. If the Parcel in question is a "Swap Parcel", it will not be handed over to the Recipient unless he/she hands over another Parcel to the Contractor that is being swapped for.
 - d. In case of personal collection of the Parcel by the Recipient/Customer at a collection point Pickup, the Service Provider shall be authorized to request the identity papers.
- If the service settings allow, identification of the receiving person may be performed by verification of the security code (PIN) that the Sender has previously communicated to the authorized person.
- 7.5 If a Parcel is not delivered on the first attempt including cases in which the person acting on behalf of the Recipient did not comply with the Service Provider's ID and authorization demands, the Service Provider shall leave a written notice about its attempt to deliver the Parcel (if possible) at the Place of Delivery and will make a second attempt the following workday. The Recipient will also be informed via e-mail. If the second attempt is not successful, the Recipient may within 7 calendar days after the second delivery attempt and based on a written notice left at his premises or the e-mail to agree via a web app or by calling the Service Provider on a final delivery of the Parcel and such agreed date of the delivery may fall on a day outside of such 7-day period (in case of a COD Parcel with an extended period of storage based on the Recipient request, the Service

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Provider is entitled to return the Parcel after the lapse of the original period irrespective of the prolongation in which the Parcel will be returned to the Customer and the Recipient will be informed thereof). After an unsuccessful third delivery attempt the Parcel will be returned to the Customer on the following business day. This does not affect the Service Provider's right to demand compensation for Shipping Services provided.

7.6 Without regards to the provisions of Article 7.5 and after the previous agreement with Customer or Recipient, or in case of extraordinary circumstances, the Service Provider hereby reserves the right to alternatively deliver the Parcel to the close Pickup collection point where the Customer may collect the Parcel within 7 working days. The Service Provider is obliged to inform the Customer about such alternative delivery.

7.7 Irrespective of the provisions of paragraph 7.5, the Recipient is entitled to change the delivery instructions also before the first delivery attempt but only by means of a web application of the Service Provider. Inflight options changed by calling the Customer Service (only in case of free services) may be made during the Customer Service working hours.

7.8 If the Recipient changes the delivery date of a Parcel through in accordance with paragraph 7.5, the day on which the 7-day Parcel storage time limit begins is the day that follows the day on which the delivery instructions were changed.

7.9 Should the Recipient fail to pay the COD amount during the first delivery attempt, the Service Provider shall perform a second attempt to deliver the Parcel on the next workday.

Should the Recipient fail to pay the COD amount at the second delivery attempt, the Parcel shall be returned to the Customer. This does not affect the Service Provider's right to demand compensation for Shipping Services provided.

7.10 Should the Recipient refuse to accept a Parcel, no further attempts to deliver will be made and the Parcel will be returned to the Customer. This does not affect the Service Provider's right to demand compensation for Shipping Services provided.

7.11 If the Parcel cannot be delivered or if it is rejected by the Recipient, the Customer is obliged to pay all fees connected with the return of the Parcel to the Customer, including a COD fee (based on a current price list) and fees billed by the Service Provider to the Customer for delivering the Parcel to the Recipient.

7.12 The Contractor delivering the Parcel is not obliged to participate in checking the content of a delivered Parcel.

8. Price for Shipping Services and Maturity

8.1 The Customer hereby undertakes to pay a fee to the Service Provider for the provided Shipping and Additional Services. The amount of the fee for the Shipping and Additional Services (price) is determined based on the currently valid price lists, unless another amount is agreed. In case of changes of price lists, the record date shall be the day on which the Shipping Contract is made.

8.2 The Service Provider will add the following to the price for shipping services if he is hereby entitled to do so based hereon:

- a. COD service charge;
- b. Supplementary insurance charge;

- c. Other charges for Additional Services;
- d. Costs of arranging needless transportation (including needless haulage);
- e. Cost of premium shipping operations or shipping operations subject to surcharge that were necessary due to reasons on the side of the Customer, including without limitation:
 - Arrangement of transportation of oversized or overweight Parcels,
 - Arrangement of transportation of Parcels heavier than 31.5 kg up to 50 kg of weight,
 - Arrangement of transportation of tires the packaging of which fails to meet conditions specified in Article 6.5 hereof,
 - In case of failure to provide full Parcel data,
 - Arrangement of transportation of a Parcel handed over contrary to Articles 5.1, 5.3 or 5.4,
 - The Customer hands over a Parcel excluded from transportation pursuant to Article 4.1 unless agreed otherwise,
 - Processing a Parcel with a manually filled-in Shipping Label,
 - Other operations of the Service Provider as defined in the valid Surcharge Price List available at www.dpd.cz, section General Terms and Conditions.

The Surcharge Price List is published by the Service Provider at www.dpd.cz, section General Terms and Conditions, its changes are announced by their posting at www.dpd.cz, section General Terms and Conditions, at least 30 days before their effective date.

8.3 If not agreed upon otherwise in the Shipping Contract, the Service Provider will charge the Customer the following surcharges with every Parcel factoring the Service Provider's expenses in:

- a. Fuel surcharge: the amount of money is expressed as percentage of expenses necessary for the provision of transportation and published at www.dpd.cz, section General Terms and Conditions, every month. The fuel surcharge is different for domestic, international road and international air transports.
- b. Toll: The current amount can be found at www.dpd.cz, section General Terms and Conditions.

8.4 The Fuel surcharge and toll are displayed on every invoice separately. They are billed with every service which is directly connected to Parcel transportation. It does not apply to services such as COD, insurance and services connected to customs clearances.

8.5 The right of the Service Provider for surcharge arises at the moment at which a Parcel is handed over to the Service Provider.

8.6 The Service Provider is authorized to make one-sided changes in the Service Provider's current price lists in case his operation expenses, general expenses or other expenses change. If the Service Provider makes changes in his price lists, he is obliged to inform the Customer at least 10 days before the new prices become effective. The Service Provider is obliged to publish any changes in prices at www.dpd.cz, section General Terms and Conditions, or by sending the information to the e-mail address of the Customer if it is known. The Customer is bound by the new Price List as of its effective date.

8.7 The Service Provider is authorized to correct weight data entered by the Customer on a Shipping Label, if the Service Provider's automatic scale finds a difference

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between the announced (by the Customer) and actual weight of the Parcel in question. In such case the data ascertained by the Service Provider shall be used for calculating the price for the service. If the Customer paid the shipping price in cash when handing over the Parcel to the Service Provider and the Service Provider afterwards discovers that the Parcel is heavier than reported, the Service Provider is authorized to bill the price difference to the Customer in accordance with the basic price list of the Service Provider for the respective product.

8.8 The Service Provider is authorized to change weight of a Parcel specified by the Customer on a Transportation Document if the dimension-measuring of a Parcel proves that the volumetric weight exceeds the actual weight of the given Parcel. The formula for calculation of volumetric weight is as follows: length (cm) x width (cm) x height (cm) / 4.000 (cm³/kg). In such cases, the data used for calculation of price will be those collected by the Service Provider.

8.9 If Parcels delivered by DPD 10, DPD 12 or DPD 18 Service are not delivered within the deadline, the Service Provider will issue a credit note to the Customer for the difference between the price of the respective service chosen by the Customer and the price of DPD CLASSIC pursuant to the valid price list assigned to the Customer. The guarantee shall not apply if the delivery time was not met due to the fault of the Customer, non-acceptance of the Parcel by the Recipient or due to other circumstances excluding the Service Provider's liability (Section 2913(2) of the Civil Code) that are outside of the Service Provider's control. Such circumstances also include a strike, faulty instructions/information from the Customer or weather conditions.

8.10 The Shipping price is collectible in cash at the moment the Parcel is submitted to the Service Provider.

If the Framework Shipping Contract states that the payment is to be cashless and in accordance with a Service Provider-supplied invoice, the invoice is due within 14 calendar days from its issuing – if not agreed upon otherwise. The Customer hereby agree with electronic billing when an electronic invoice is sent to the e-mail address sent by the Customer to the Service Provider in advance. In case that the Customer does not agree with electronic billing, the Service Provider is entitled to bill a surcharge as per its Surcharge Price List for issuing a paper invoice. The Customer is obliged to pay a penalty of 0.05 % of the outstanding amount for every day in default. If the Customer is in default with payment for any kind of service, the Service Provider is authorized to demand the debt to be paid in cash even if it was previously agreed upon otherwise. The Customer is obliged to return all assigned Shipping Labels to the Service Provider and the Service Provider is authorized to lock out the number system which was assigned to the Customer for Shipping Labels.

If the Customer is obliged to pay for the Shipping Services in cash (based hereon), it is no longer possible to provide regular Parcel haulage and the Customer must submit a new haulage order in accordance with the respective points of Article 6 hereof.

In Order to secure the Service Provider's consideration, the Service Provider has the right of lien to a Parcel according to Section 2481 of the Civil Code and in case the shipping costs have not been paid, the Service Provider is authorized to settle the debt by means of

selling the pledged Parcel. Pursuant to the provisions of Section 1982 at al. of the Civil Code, the Service Provider is entitled to offset all Customer's liabilities with the payment of which the Customer is in default using all COD payments collected at the delivery of the COD Parcels from the Recipients that the Service Provider would otherwise be obliged to repay to the Customer. The Service Provider is also entitled to offset all his obligations and debts of the Ordering Party that are overdue. The Service Provider shall be obliged to notify the Customer thereabout in writing. For the purposes above, the notification sent by e-mail shall also be regarded as the written notification. The current provision shall apply to all types of COD payments, including international COD service.

8.11 In case that the Customer have doubts about the correctness of the issued invoice, he is authorized to inform the Service Provider about this fact with reference to the specific mistake made no later than 30 days after the incorrect invoice was delivered to the Customer. If the Customer does not do so, the billing information stated on the invoice in question is considered to be correct and the Service Provider has the right to demand the payment for the provided service as billed by the respective invoice. If the original invoice is indeed incorrect, the Service Provider will officially notify the Customer about the incorrect billing information and will issue a corrected invoice no later than 30 days from the day on which the aforementioned notifications were delivered. If the disputed invoice was correct, the Service Provider may notify the Customer about it within the same time limit.

8.12 The Service Provider provides continuous service that is regarded as performed after the lapse of period to which the billing relates with reference to Article 64 of the Council Regulation 2006/112/EC and the contractual relationship between the Service Provider and Customer. The last day of the given calendar month or the fifteenth and last day of the calendar months shall be regarded as the date of taxable supply in connection with invoice cycles of the Service Provider for the given billing period.

9. Liability of the Service Provider a Customer for damage to a Parcel

9.1 The Service Provider is liable for any damage to a Parcel after its handover to the Service Provider and before its delivery to the Recipient. The Service Provider is liable only for damage to the Parcel, but not for any expenses the Customer may suffer as a result of delayed delivery, contract fines and penalties, third party demands, or other expenses connected to third parties or any other damage. The Service Provider shall not be liable for the content of transported documents and shall not pay damages for any damage or loss thereof during transportation. The right to damages cannot be assigned to third parties.

9.2 The actual damage is counted as the decrease in value of the transported goods that the Customer loses as a result of damage to the Parcel which was caused by the Service Provider.

9.3 The Service Provider shall be liable only for damage of up to 50,000 CZK (fifty thousand Czech Crowns).

9.4 The Service Provider shall not be liable for any damage to a Parcel caused after its handover to the Service Provider and before its delivery to the Recipient if the damage in question was caused by:

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- a. The Customer, the Recipient or the Owner of the Parcel;
 - b. Defect on the Parcel, its nature or natural decrease;
 - c. Flawed or inappropriate packaging of the Parcel, inappropriate packaging method, absence of Shipping Labels and manipulation signs on the Parcel or by inappropriate ID labels when transporting more than one package as one single Parcel; For the avoidance of doubt, a sufficient packaging of a Parcel is considered a packaging specified at www.dpd.cz, section General Terms and Conditions, document "How to prepare your parcels properly" accessible on the Service Provider's website;
 - d. A Parcel being marked by more than one Shipping Label;
 - e. Incomplete, incorrect or misleading information provided by the Customer about the Parcel's content or nature;
 - f. Absence of "Fragile" or "This side up!" supplementary labels if the nature of the Parcel in question requires them.
- 9.5 The Service Provider is also relieved of liability for the Parcel if the damage caused to the Parcel could not have been prevented by the Service Provider within standard transportation procedures.
- 9.6 The Customer is liable for any damage or expenses, that the Service Provider or any third party suffers as a result of the Customer's violation of their duties stated by law, Shipping Contract and these Conditions, especially duties concerning the Customer's obligations to provide correct and complete information about the Parcel's content and its nature as well as any other facts needed to successfully conclude a Shipping Contract and/or to perform transportation of a Parcel. If a transportation of alcoholic beverages and/or tobacco is ordered, the Customer undertakes to follow Act no. 65/2017 Coll., regarding health protection from damage caused by addictive substances, and in case that any damage is caused to the Service Provider due to the failure of the Customer to meet any of his duty according to the said Act, the Customer is obliged to compensate any such damage on the Service Provider's request.
- 9.7 The Customer is also liable for any damage caused by a Parcel contents, improper packaging, improper weight or dimensions.
- 9.8 Filing claims is described in the Claim and Complaint Procedure that forms an integral part hereof.

10. Personal Data Protection

- 10.1 Pursuant to Article 4. of the European Parliament and Council Regulation (EU) 2016/679 regulating privacy protection (hereinafter as "GDPR") the Service Provider acts as the controller of the Customers and Recipients' personal data ("Personal Data") that are necessary for performing the Shipping Contracts. For Personal Data processing according to article 10.11, special conditions apply.
- 10.2 The Customer hereby acknowledges that pursuant to the Act on the protection of personal data and GDPR ("Privacy Protection Legislation"), the Service Provider processes Personal Data specified in the Shipping Contract and necessary for performing and record-keeping or acquired from other sources connected with the co-operation of the Customer and the Service Provider.
- If the data provided by the Customer to the Service Provider include personal data of other entities, the Customer hereby guarantees that such data were collected and provided to the Service Provider in a legal

manner and in accordance with the privacy protection legislation.

- 10.3 Provision of personal data by entities who want to conclude a Shipping Contract with the Service Provider is voluntary, however, it is a condition under which the Service Provider will conclude a contract and fulfill his duties arising therefrom.
- 10.4 The Service Provider may transfer the Personal Data relating to the performance of the Shipping Contracts to third parties acting on behalf of the Service Provider or that are authorized to protect interests of the Service Provider or the services of which the Service Provider uses for performing the duties ("Processors") within the necessary scope and only for the purposes relating to the performance of the Shipping Services and protection of justified interests of the Service Provider.
- 10.5 The Customer acknowledges that the Service Provider processes Personal Data of individuals that the Customer represents also for the purposes of service offerings and communicating information relating to the provision of the Service Provider's services if the Customer has not opted out thereof.
- 10.4 Should any entity, the personal data of which is processed by the Service Provider, request information about the processing of their Personal Data, the Service Provider is obliged to provide such information without undue delay pursuant to the Privacy Protection Legislation within 30 days at the latest.
- The same applies to justified request for access to Personal Data.
- 10.5 If any entity, the Personal Data of which is processed by the Service Provider, discovers or suspects that the Service Provider performs such processing of his/her Personal Data which is in conflict with the Privacy Protection Legislation, especially if the Personal Data is inaccurate with regard to the purpose of their processing, they are authorized to:
- a. Request an explanation or information from the Service Provider;
 - b. Request correction of inaccuracies;
 - c. Raise an objection against Personal Data processing;
 - d. Request limitation of Personal Data processing;
 - e. Exercise the right for erasure of Personal Data;
- Should the Service Provider fail to comply with the respective request, the entity, the Personal Data of which is processed by the Service Provider, has the right to resort to the Office of Personal Data Protection or ask for judicial protection. The aforementioned procedure does not prevent the subject of the Personal Data from directly contacting the Office of Personal Data Protection or ask for judicial protection.
- 10.8 Personal Data necessary for proper performance of the Shipping Contract shall be retained by the Service Provider for the period of 10 days from the full performance of the rights and duties arising from a specific Shipping Contract.
- 10.9 Pursuant to Section 2890 at al. of the Civil Code, the Customer hereby undertakes to pay to the Service Provider for any damage, that the Service Provider suffers in connection with processing of the Personal Data necessary for performance of the Shipping Contract due to incorrect or illegal acts of the Customer in procuring, providing or submitting such Personal Data.

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- 10.10 Conditions for submission and processing of Personal Data as well as responsibility for their correctness and lawful acquisition shall apply for any other third party who provides their data to the Service Provider in relation to the Shipping Services.
- 10.11 In terms of the Customer uses hereinafter possibility (not mandatory), The Service Provider and the Customer act as Joint controllers in terms of processing Personal Data stored in databases WPO, SSA, Shipper or any other tool under the contract between the Service Provider and the Customer, for the purpose of making easy Shipping orders.
- The Customer is responsible for lawfulness of the such Data processing according to the Privacy Protection Legislation and is obliged not to use Personal Data processed under this article for any other than herein stated Purpose. The Customer is responsible to undertake organizational measures to protect the processed Personal Data within his responsibility.
- The Service Provider is responsible for technical security of the aforesaid databases and technical security of Personal Data transmissions, as well as to undertake organizational measures to protect the processed Personal Data within his responsibility. The Service Provider is obliged not to make any adjustments or corrections of the Personal Data, unless previous instruction from the Customer, not to make any copies of these Personal Data as well as not to use these Personal Data for any other than herein stated purpose.
- The Service Provider will erase any of the Personal Data processed under this article to the instruction of the Customer. The Customer has right to erase this Personal Data on his own, whenever it is required or allowed by the Privacy protection legislation.
- The Service Provider will erase all Personal Data processed under this article within 30 days after the termination of the Framework Shipping Contract or after receiving instruction to erase all the Personal Data processed according to this article from the Customer.
- The Customer is responsible for proper handling of the Data subject's rights according to the Privacy Protection Legislation. within this Personal Data processing. The Service Provider will provide necessary assistance to this obligation.
- 10.12 Detailed conditions and policies for processing Personal Data by the Service Providers as well as rights of the entities providing the details are available at www.dpd.cz, section Privacy: Data Protection Information.
- 10.13 By accepting the present Terms and Conditions, the Customer provides the Service Provider with his/her consent to process his/her electronic contact details for the purpose of sending electronic communication pursuant to Act no. 480/2004 Coll. on certain Information Society Services. Such consent may be withdrawn at any time.
- 11. Final Provisions**
- 11.1 The legal relations between the Service Provider and the Customer that are not stipulated in the Framework Shipping Contract or herein shall be governed by the Czech legal order, including without limitation the respective provisions of the Civil Code.
- 11.2 Either of the contracting parties is authorized to withdraw from the Shipping Contract immediately in accordance with the Civil Code.
- 11.3 Appeals, withdrawals and other one-side acts performed by one of the contracting parties against the other contracting party are considered to be delivered on the fifth day following the day on which the performing party sent a registered letter to the other party via mail or in case of e-mail at the moment of the e-mail delivery to its recipient. E-mails from the Customer to the Service Provider shall be sent to info@dpd.cz.
- 11.4 Any changes in the contractual relation between the Customer and the Service Provider that are contrary hereto must be made by a written Framework Shipping Contract signed by an authorized representative of the Service Provider.
- 11.5 The Customer shall not be entitled to provide paid services of the Service Provider under a different brand.
- 11.6 The present conditions are available at www.dpd.cz, section General Terms and Conditions, in depots and at Pickup points. The Service Provider is authorized to change the Conditions or price lists, in which case he is obliged to notify the Customer about the changes by publishing them at www.dpd.cz or by sending an e-mail to the e-mail address of the Customer known to the Service Provider well in advance before their effect. The Customer is obliged to check the specified website regularly enough and familiarize himself with the specified changes.

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1. General Provisions

1.1 Scope

The Service Provider reserves its right to unilaterally and without notice modify or supplement the Services and these Conditions. An agreement with the Conditions may be printed on the Shipping Label, however the Service Provider shall only be bound by the current electronic version hereof available at www.dpd.cz, section General Terms and Conditions, under the relevant provisions applicable to the DPD CLASSIC, DPD Private and Pickup Services as specified at www.dpd.cz, section Products & Services.

Attention of the Customer is drawn to the following:

- The Contract governed by these Conditions shall only be concluded with a Customer under the provisions below.
- Sections 8 and 9 which limit the liability of the Service Provider, its employees and agents in certain circumstances.

1.2 Language Versions

The Conditions are in English language and in the official language of the country from which the Customer sends the Parcel (hereinafter only as the "Local Language"). In the event of any conflict, the Local Language version shall prevail.

2. Definitions and Interpretation

2.1 Essential Terms

CLASSIC EUROPE shall mean the Service to a Delivery Address, that may also be called in the following Delivery Countries as specified below: **DPD CLASSIC and DPD Private (CZ)**, CLASSIC (ES), DPD CLASSIC (BE, HR, CZ, EE, DE, LT, LV, LU, NL, PL, SK, CH, UK), DPD Classic Europe (HU, FR), DPD Classic International (RO), DPD Classic – Europe by Road (IE), Chrono Classic (FR, PT).

For the purpose hereof, the term "CLASSIC EUROPE" is herein replaced by and referred to either jointly or separately as "DPD CLASSIC" or "DPD Private".

CLASSIC SHOP shall mean the Service to a collection point, that may also be called in the following Delivery Countries as specified below:

Pickup (CZ) Chrono Relais Europe (FR), 2SHOP (ES, LU, BE, NL), Pickup Pakipood (EE), DPD relais (FR), DPD Shop (CH), Parcelshop Delivery (DE), Pickup Paku Bode (LV) or Pickup siuntų taūkas (LT).

For the purpose hereof, the term CLASSIC SHOP is herein replaced by and referred to as Pickup.

Safe place means for the CLASSIC EUROPE Service a place of delivery that is safe as specified in the Delivery Conditions on the website of the Delivery Service Provider at www.dpd.com.

Data Protection Regulation means Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

DPD Network Member means a company part of the DPD Network as well as its respective employees and agents and independent contractors.

Delivery Address shall mean a location of delivery specified by the Customer or Consignee (Recipient).

Delivery Service Provider means the DPD Network Member in charge of the delivery in the Delivery Country.

EEA means the European Economic Area and its members states included at the time of sending the Parcel.

ESCD means a device for capturing an electronic signature that can receive, safe and send information about the Customer, including signatures.

EU means the European Union and its member states included at the time of sending the Parcel.

Commodity Code means the product specific code used to classify the goods comprised in any Parcel for import and export duty.

Scan Record means a laser electronic record of the steps in the Parcel delivery process which is proposed by the Service Provider.

Personal Data means any information relating to an identified or identifiable natural person as defined by the Data Protection Regulation.

Pickup (Parcel shop) means a shop where Parcels can be delivered:

- for the CLASSIC EUROPE Services (DPD CLASSIC and DPD Private) :
 - chosen by the Delivery Service Provider as specified in the Delivery Conditions after an unsuccessful 1st delivery attempt, among the list of suggested shops available in the intended delivery area as listed on the website of the Delivery Service Provider at www.dpd.com,
 - Chosen by the Recipient as part of the Inflight Option among the list available in the relevant country of delivery on the website of the Delivery Service Provider at [www.dpd.com](http://www.dpd.com,• for CLASSIC SHOP Services (Pickup) chosen by the Customer, as the case may be upon instruction of the Recipient, among the list of suggested shops available in the intended delivery area available on the website of the Delivery Service Provider at <a href=).

Delivery Terms shall mean the terms and conditions of delivery valid for the given Parcel and Delivery Country as specified in Appendix no. 1 hereof and described in details on the website of the Delivery Service Provider at www.dpd.com, section General Terms and Conditions. Delivery Terms for individual Delivery Countries may vary.

Conditions shall mean the present General Terms and Conditions of the Service Provider applicable to DPD CLASSIC, DPD Private and Pickup services to selected Delivery Countries. The term shall also include those agreements, laws and conventions expressly referred to herein and as updated by the Service Provider from time to time.

Intellectual Property Rights means patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered

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and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Predict means a service for sending SMS, e-mails or other form or electronic notifications by the Delivery Service Provider to the Recipient. Such notifications relate to a Parcel and contain information about an estimated delivery time of the goods, as specified in the Delivery Terms.

Shipping Label means the label, and/or any other document; affixed to the Parcel that proves the existence of a Contract between the Service Provider and the Customer for the relevant Service and the application of the Conditions.

Recipient or Consignee means the person to whom the Parcel is addressed and whose name is mentioned as Recipient or Recipient on the Shipping Label.

Customer or Sender means a natural or legal person that enters into a Contract with the Service Provider whereby the Parcel may be handed over by any person acting on behalf of the Customer.

DPD Network means one of the following companies: DPDgroup International Services GmbH & Co. KG, franchise and co-operating partners of DPDgroup International Services GmbH & Co. KG, GeoPost SA, their subsidiaries and branches that could act via a representative and independent contractors.

Service means the arrangement of the transportation of the Customer's Parcels involving cross border shipment and governed by these Conditions, including the related services and options selected by the Customer as specified in paragraphs 1 and 2 of Main and Additional Services.

Neighbor means a person who lives or works in a reasonable walking distance of the delivery address of the Recipient as specified in the Delivery Terms and has been indicated to the Delivery Service Provider as a representative or an alternative recipient by the Customer and/or the Recipient.

Transit shall have the meaning as set forth in the section 6.4.

Difference Address means an alternative address indicated by the Recipient as Inflight Option for the DPD CLASSIC and DPD Private Services where a duly authorized Recipient can be found by the Delivery Service Provider and where the Delivery Service Provider can attempt to deliver the Parcel.

Service Provider is a member of the DPD network concluding a contract with a Customer.

Contract means the forwarding agency contract between the Customer and the Service Provider into which these Conditions shall be deemed to be incorporated and that apply to any other provided services.

Parcel means an item defined in Detailed Terms and Conditions – Main and Additional Services.

Delivery Countries means countries to which a Parcel can be shipped, as listed in Appendix 1.

Legal Age shall mean such age at which a person becomes legally responsible if it is required by law of or in the Delivery Country.

Inflight Option(s) mean various options proposed at Predict (DPD Private) for delivery which can be elected

for or modified by the Recipient before the first delivery attempt as specified in the Delivery Terms of Delivery Service Provider at www.dpd.com.

Volumetric Weight means the space a Parcel occupies in relation to its volume by applying the following formula: length (cm) x width (cm) x height (cm) / 4000 (cm³/kg).

2.2 Rules of Interpretation

- a. A person includes a natural person, corporate or, except where not permitted, unincorporated body (whether or not having separate legal personality).
- b. A reference to a party includes its representatives, successors or permitted assigns.
- c. A reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- d. Phrases like "including, in particular, inclusive" or similar shall be interpreted as illustrative and shall not limit meaning of any preceding words.
- e. A reference to "writing" or "written" includes faxes and e-mails, unless expressly stated otherwise.
- f. Unless stated otherwise, the time periods herein are given in working days, i.e. in days excluding Saturdays, Sundays and public holidays in the countries of dispatch, countries of transit as well as Delivery Countries.

3. Principles

- 3.1 The Service Provider as freight forwarder may refuse to arrange the transportation of the Customer's Parcels at its discretion. The Service Provider will accept only the goods that are in accordance herewith and hereby reserves the right to procure the transportation of Parcels based on his own discretion.
- 3.2 These Conditions apply to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. The Customer shall be deemed to have notice of and have accepted the Conditions if and as soon as he places an order with, or accepts a tender from, the Service Provider for the transportation of goods under any of the provided Services. The Customer shall procure that the Recipient agrees with these conditions and commits to obtain confirmation of this acceptance from the Recipient. A binding version hereof is available at www.dpd.cz, section General Terms and Conditions. A copy hereof is also always kept in the headquarters and in all branches of the Service Provider.
- 3.3 The Customer hereby acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Service Provider which is not set out in the Contract. For Parcels from or to any country outside the EU, the Customer shall, in relation to each of the goods comprised in each Parcel, provide the Service Provider with:
 - an export invoice or proforma invoice in the English language (including a clear and unambiguous description of the goods);
 - a Commodity Code for each of the goods;
 - a written notification of a Parcel and/or goods comprised within the Parcel which are not standard or permanent exports (for example,

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temporary exports such as repairs that will be returned to the country of origin of the sending); any specific authorizations for direct representation of the Customer given to the Service Provider if required under any applicable law;

- any information required by any relevant customs authorities or the Service Provider. The Customer shall be liable for reviewing the information required by the customs office. All customs documentation and the Shipping Label must be completed correctly by the Customer in accordance with all currently valid customs regulations.

3.4 The Customer hereby acknowledges and agrees that:

- a. in relation to the goods, the Customer is either solely beneficially entitled to the goods or has the authority of all those interested in the goods to enter into the Contract and to bind them to its terms;
- b. the Customer will be responsible for the accuracy of all information supplied to the Service Provider;
- c. if there is any missing data, an incomplete or incorrect invoice, the Parcel is accepted under the sole responsibility of the Customer and this may result in the Parcel(s) being held or returned; and
- d. if any Commodity Code is missing, the Service Provider may (at its option);
 - i. use the general Commodity Code based on the description of the goods given by the Customer; or
 - ii. hold the goods pending receipt of the Commodity Code from the Customer or return the goods to the Customer.

4. Parties and Subcontracting

- 4.1 The Contract is concluded between the Service Provider and the Customer.
- 4.2 The Customer enters into a Contract with the Service Provider for use of the Services provided by sending a Parcel. The procedure to follow can be found at www.dpd.cz, section Shipping or upon request to the Service Provider. Registration and account opening require the provision of certain information and data relating to the Customer to the Service Provider.
- 4.3 Where the Customer is not the owner of some or all of the goods in any Parcel, the Customer hereby warrants that it is for all purposes the lawful and duly authorized agent of the owner or owners thereof and that it hereby accepts these Conditions for itself and for and on behalf of any other person having any interest in the Parcel.
- 4.4 The Service Provider may use and engage the services of any other carrier for the purposes of fulfilling the Contract (including any of the carrier's own franchisees, agents and network members) and any such other carrier shall have the power to subcontract on the same terms.
- 4.5 The Service Provider is not liable to the Customer or any other party in connection with the Parcel that pursuant to the Shipping Contract, would have been above the liability scope of the Service Provider.

5. Parcels

5.1 Maximum Dimensions

The Customer shall ensure that each Parcel complies with the weight and dimensions applicable to such Parcel as set out in the relevant parameters of such Parcel.

Packaging, labeling of a Parcel and documentation for the inner and outer packaging and labeling are a sole responsibility of the Customer and should be made in accordance with the Service Provider requirements as specified at www.dpd.cz, section Shipping. The Customer undertakes and warrants that:

- a. the goods have been properly and sufficiently packaged and labeled for the intended destination, in accordance with the requirements, restrictions and limitations set out in the present Conditions and as appropriate to any operations or transaction affecting the Parcel or the contents thereof and so that the Parcel will not be lost or damaged whilst being transported, or cause injury or damage to the Service Provider's staff, the Service Provider's subcontractors, or any property or other goods. The Customer hereby acknowledges that transportation requires packaging which protects the goods for a transportation by road and/or by air and against the stresses caused by automatic sorting equipment and mechanical handling (drop height of 80 cm on the edge, corner or side), as well as against different climatic and/or atmospheric pressure conditions and packaging which does not permit access to the content without leaving any trace.
- b. the Customer has checked whether commercial/sales packaging meets these requirements and that the packaging and Parcel are not damaged and/or do not show indication of damage, leakage or emission of odor. Words printed on the packaging, such as "Fragile" or "top/bottom" cannot be taken into consideration by the Service Provider and do not release the Customer from its duties;
- c. the labeling on the Parcel includes:
 - for DPD CLASSIC AND DPD Private, the full name, address, postcode, country of the Recipient and the Sender, and must also include the telephone number or e-mail address of the Recipient,
 - for collection point Pickup, the full name, address, postcode, Delivery Country for the Pickup collection point and the Sender, name of the Recipient, and must also include telephone number or e-mail address,is legible and durable. Each Parcel must be labeled with the Service Provider's parcel label. Detailed rules for marking Parcels can be found at www.dpd.cz, section Shipping.
- d. It has properly completed the Shipping Label using the Service Provider's label.
- e. In the case of Parcels not taking place between two countries of the European Union, it has checked and complies with any and all relevant customs laws, rules and regulations and provided the Service Provider with all required customs documents and information. All such customs documents must be affixed to the outside of the Parcel.

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- f. The goods comprised in any Parcel are not subject to any licenses, permits, certificates, restrictions, embargo, or anti-dumping or countervailing laws or regulation.
- g. The Customer has provided the Service Provider with all necessary and relevant information concerning the content(s) of a Parcel, and
- h. informed the Recipient of the delivery details of the Parcel.

When preparing the packaging and labeling of any Parcel, the Customer may use the Service Provider's information technologies tools and services. In such cases, the Customer's names and passwords supplied by the Service Provider must be stored carefully and kept secret from third parties. If the Customer uses several passwords, it is responsible for managing them and allocating them within their business. The Customer is liable for the fraudulent use of user names and passwords.

5.2 Exclusions from Transportation and Other Limitations

Unless otherwise agreed with the Service Provider and only if it is permissible in the Delivery Country, as specified in the Delivery Terms, the Service Provider shall not accept for transportation the following goods, in particular the products marked with an asterisk (*).

- a. Parcels that are not packed and do not bear a Shipping Label in accordance herewith, joint parcels where at least two parcels are joined together and marked with only one Shipping Label, parcels that exceed limits specified herein (*).

In case that the Service Provider expressly agrees to accept a Parcel the dimensions of which exceed the limits specified herein, he hereby reserves the right to bill a surcharge pursuant to the Surcharge Price List available at www.dpd.cz, section General Terms and Conditions, for each such Parcel and in addition to the price for Shipping Services. (hereinafter as the "Surcharge Price List"),

- b. dangerous goods, hazardous goods and flammable goods, including but not limited to: dangerous or hazardous wastes, medical wastes, hypodermic needles and syringes, firearms, weapons and any parts thereof (*), ammunitions, explosives, fireworks, chemicals, acidic, corrosive or irritant substances;
- c. batteries (*);
- d. tobacco products (*);
- e. works of art, jewelry (including watches) (*), precious metals (including gold or silver items), precious stones, real pearls, glass or any articles (or part of them) that are made up of glass, porcelain, earthenware or other similar materials, antics, carpets, furs or any other valuables;
- f. cash, coins, collectible coins and stamps (*);
- g. documents which can be exchanged for cash or goods (for example cheques, vouchers with a face value, credit notes, bonds, printed shares, currency paper money and negotiable instruments equivalent to cash admission tickets and gambling tickets);
- h. alcohol including wines, beers and spirits (*);
- i. liquids of any kind (*) and ice;
- j. TV sets or monitors with screens larger than 37" (*);

- k. body parts or human remains, living or dead animals, fish or birds, or any living organism of any type (including seeds, trees and plants) and frozen or perishable food;
- l. any goods prohibited by the law or regulation of any government or public or local authority of any country where the goods are carried;
- m. Any goods which require temperature-controlled transport;
- n. Parcels and goods the transportation of which is subject to the obtaining of a license by the Service Provider or any DPD Network Member and/or which do not meet the requirements of the international conventions or the statutory regulations of the respective country of expedition, dispatch, Transit or destination or which require special permits (import or export);
- o. Parcels that require a declaration of value pursuant to Art. 24 CMR or the declaration of special interest in delivery pursuant to Art. 26 Paragraph 1 CMR; goods that require a declaration of value or a declaration of a special interest in delivery pursuant to Art. 22 Warsaw Convention / Art. 22 Montreal Convention;
- p. Tenders, pre-qualification dossiers in the context of allocation of contract and copies of examination papers.
- q. Parcel of a higher value than the value specified in the delivery conditions for the Destination.

Transportation of any of the above specified goods is not possible without prior written approval of an authorized representative of the Service Provider delivered to the Customer. In this context, the Service Provider shall not be liable for negligence (even in case of loss of such Parcel or its contents).

The Service Provider may impose additional restrictions depending upon the Delivery Country and the Service being provided. The Customer acknowledges that regulatory and custom clearances may be required for certain goods, which may extend the Transit time and may delay delivery.

Transportation of Tires

The Customer that ships tires internationally must ensure that they are properly packed two at a time up to and including size 19"; bigger sizes must be packed and one at a time. The Customer that ships tires including rim, is obliged to pack one piece at a time irrespective of the tire size.

Tires may not be delivered to Pickup points.

The Customer is obliged to abide by the Service Provider's instructions as to the packaging of a Parcel containing tires that are specified in details at www.dpd.cz, section General Terms and Conditions, document "How to prepare your parcels properly".

Should the Customer require transportation of tires to Northern countries (Norway, Denmark, Sweden, Finland and Iceland), he must ask the Service Provider for the currently valid rules for shipping tires that can differ from the rules specified herein.

Transportation of Medicines and Medical Devices

Medicines and medical devices and tools may be carried by the Service Provider and accepted as a

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Parcel only upon prior and written agreement by the Service Provider within the framework of DPD CLASSIC, DPD Private and Pickup Services and after due assessment and acceptance by the Service Provider of the nature of the medicines to be carried and provided that the Service Provider has confirmed to the Customer that the Service Provider and its network are in capacity of handling, storing and shipping the relevant medicines in accordance to the applicable EU's Good Distribution Practice of medicinal products for human use and any other applicable laws and regulations. The Service Provider may require that any transportation of medicines trigger the provisions and control of additional documents on top of the Shipping Label. Customer shall be responsible for the proper packaging and labeling of the shipped medicines in accordance with any and all applicable laws, regulations, good practices and recommendations, and in any case with the Service Provider's relevant instructions.

Transportation of Dangerous Goods

Any acceptance by the Service Provider for transportation of dangerous goods can only proceed on the basis of a prior written agreement notified by the Service Provider to the Customer after due assessment by the Service Provider of the hazard class of transported dangerous goods and destination of the relevant dangerous goods. Customer shall be responsible for and shall ensure and warrant that the dangerous goods to be shipped are packed and labeled in accordance with and abide by all relevant laws and regulations applicable at the places of handing over and delivery of the Parcel, as well as during the Transit and storage by the Service Provider. In any case the Parcels containing dangerous goods must comply with the International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air, the International Air Transport Association (IATA) Dangerous Goods Regulations, and if carried by road with the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR), and in any case with any instruction given by the Service Provider for the transportation of the dangerous goods shipped by the Customer. Customer will be solely liable for this and the information provided to the Service Provider in respect of the shipped dangerous goods and shall hold the Service Provider harmless against any claim brought by any person in that respect.

5.3 Customer's Duties to Notify

Before handing over the Parcel, the Customer will undertake to check the Parcel and to inform the Service Provider of any exclusions from shipment which apply in accordance with Section 5.2. The Service Provider is not obliged to check whether any exclusion from shipment applies.

In case of doubt, the Customer must also inform the Service Provider and seek its decision in accordance with the Section 5.2. If it does not do so, the Service Provider will assume that no exclusions from shipment apply.

If the Service Provider becomes aware of an exclusion from shipment in accordance with Section 5.2 or if specific circumstances suggest that this may be the

case, the Service Provider reserves its right to decline to ship the goods (any further) or will take other appropriate measures to avert a risk. The Service Provider further reserves the right to reject Parcels for any other reasons of security or safety. In such a case and also where Parcels are rejected by the Service Provider due to a breach by the Customer of the above referred exclusions, restrictions and limitations, the Service Provider reserves its right to charge administrative fees as well as transportation and handling costs of returning goods, where applicable, to the Customer.

In addition to the cases which are regulated by law, the Customer will also assume liability for any direct or indirect loss incurred by the Service Provider and/or any DPD Network Member involved in the handling, transportation and storage of the concerned Parcel through the shipment of goods which are excluded from shipment in accordance with Section 5.2 or in cases where the Customer fails to provide notification in accordance with this Section 5.3.

5.4 Opening and Inspecting Parcels

Except when restricted or prohibited under the applicable laws, the Service Provider and any other DPD Network Member involved in the handling, transportation and storage of the concerned Parcel reserves the right, at its discretion, at any time without notice and without any liability therefore, to open and inspect all Parcels to check that such Parcels are not dangerous, or incompatible with Service Provider's network and are capable of transportation to the country of destination within Service Provider's standard procedures, customs, declarations and handling methods and in compliance with all laws, and in particular:

- for the purposes of safeguarding the content of a damaged Parcel;
- for the purposes of determining the Recipient or Sender of a deliverable Parcel which cannot otherwise be ascertained;
- for the purposes of averting hazards posed to people or property by a Parcel;
- for the purposes of fulfilling a statutory provision or an official order;
- for the purposes of determining whether the parcel contains perishable goods and/or any other good excluded from transportation under the present Conditions.

Except where any applicable law or regulations prescribe, the Service Provider and any other DPD Network Member are not under any obligation to check the content of Parcels. The Customer acknowledges and agrees that the Service Provider and any other DPD Network Member involved in the Service may control the Parcels with X rays or any other detection device under certain applicable laws and regulations.

The Customer waives any claim against the Service Provider and any other DPD Network Member for damage and/or delay deriving from such opening, examination and controls. The Customer will reimburse the Service Provider for any costs and expenditure incurred through opening the Parcels

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5.5 Returns

In the event of insurmountable obstacles to carrying out delivery (wrong address, non-located Recipient, inaccessible delivery place, non-acceptance of the Parcel by the Recipient, non-payment of the price of the goods in case of cash-on-delivery etc.) or if the contractual number of delivery attempts, as specified in the Delivery Terms, has been performed without success, the Service Provider reserves the right to return the Parcel to the Customer on the following basis.

- In case of Parcel between European Union members: Immediately, without seeking any instructions from the Customer:
- If customs duty is paid, after 14 days if payment of customs duty is not possible due to a lack of instructions and/or for other reasons.

The Customer will reimburse the Service Provider for any costs and expenditure incurred in relation to returning of the Parcel.

5.6 Disposal of Parcels

In the event of insurmountable obstacles to carrying out delivery (see paragraph 5.5), including when the Parcel cannot be returned, the Service Provider will reserve the right, after any compulsory period of storage, to dispose of the goods in the following cases:

- If the Service Provider or any other DPD Network Member involved in the service is unable to seek instructions due to lack of information or if it is unable to identify the Customer and/or the Recipient. The Customer or the Recipient will be deemed to be unidentifiable if neither can be reached or identified within 30 calendar days.
- If the goods in question are perishable; if the goods pose a hazard to people or property; or if this is required in compliance with an official order.

The Customer will reimburse the Service Provider for any costs and expenditure incurred in relation to disposing of the Parcel.

5.7 Destruction of Parcels

If the preconditions set forth in paragraph 5.6 apply, the Service Provider and any other DPD Network Member involved in the service reserves the right, after any compulsory period of storage, to destroy goods if they cannot be disposed of, or sold and provided that doing so is not in violation of the Customer's apparent interests.

If the Service Provider is unable to seek instructions due to lack of information or if it is unable to identify the Customer and/or the Recipient within 30 calendar days, the Service Provider will wait for an additional period of 30 days. This additional period will not apply in the case of perishable goods, goods which pose a hazard to people or property, or in the event of an official order.

The Customer will reimburse the Service Provider for any costs and expenditure incurred in relation to destruction of the Parcel.

5.8 Customs Clearance

It is the Customer's liability and undertaking to abide by any and all relevant laws, rules and regulations in all countries concerned when a Parcel crosses borders and shall give rise to customs clearance. However, if

the Service Provider considers it necessary or suitable the Service Provider will ship out and process the customs formalities in its own name and on behalf of the Customer in the Sending Country and in the Delivery Country, the Service Provider being entitled to appoint and be substituted any third party agent of its choice. The Service Provider will charge additional fees for such services and may request an advance in accordance with section 7.4, being agreed that the Service Provider is entitled to suspend all customs clearance actions until this advance is paid by the Customer. When applicable, the Customer authorizes the Service Provider or its agents to make and file export and re-export declarations and all related actions as a direct representative in the name of and for the account and at the risk of the Customer. The Customer shall be liable and must hold the Service Provider harmless against any and all consequences of the Customer not complying with the relevant customs, law, rules and regulations.

6. Services of the Service Provider

6.1 Selection of the Service by the Customer

The Customer shall select one of the following Services:

- DPD CLASSIC, DPD Private, Pickup

The selected Service will be indicated on the Shipping Label.

The respective features, services and options relating to the DPD CLASSIC, DPD Private and Pickup Services can be found at www.dpd.cz, section Products & Services.

The Customer must also indicate on the Shipping Label:

- In case of DPD CLASSIC and DPD Private Service: the name and address of the Recipient.
- In case of the Pickup collection point: the name of the Recipient and the name and address of the collection point where the Parcel must be delivered.

Should the Customer intend to request special services and/or send Parcels containing goods subject to the limitations and exclusions listed in 5.2 above, the Customer must contact the Service Provider for information and, as the case may be, prior and written agreement prior to making any such Parcel.

6.2 Receipt of Parcels

When receiving Parcels with Shipping Label attached, the Service Provider will scan the Parcel. This will produce a Scan Record as evidence of receipt of the Parcel. If so required under certain regulations in the Delivery Countries, the Service Provider may sign a document in accordance with the local regulations acknowledging receipt of the Parcel and providing evidence that a Contract has been concluded between the Provider and the Customer, but neither the Scan Record nor the document shall be evidence of the condition or correctness of a declared nature, quantity or weight of the Parcel at the time it is received by the Service Provider.

6.3 Delivery to Excluded Areas

Delivery and excluded areas (locations and zip codes) for DPD CLASSIC A DPD Private and Pickup Services can be found at www.dpd.cz. Customer must check them before preparing any Parcel and take all

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necessary measures vis-à-vis the intended Recipient. If the Service selected by the Customer is not available for a specific delivery area, the Parcel will be returned to the Customer at the Customer's entire costs and the Service Provider shall not be liable therefore in any manner.

6.4 Transit

Transit shall commence when the Parcel is handed to the Service Provider whether at the point of collection or at the Service Provider's premises. The Service Provider is entitled to transport or arrange for transportation of a Parcel by any means and by any route whatsoever. The transportation ends (unless determined otherwise in advance):

- a. When the Parcel is offered for delivery in accordance with Section 6.5 within Delivery Service Provider's delivery hours
- b. or when the Parcel is held by the Delivery Service Provider after the latest attempt of delivery as specified in the Delivery Terms:
 - when a Parcel "awaits further instruction" and such instructions are not given
 - or is "to be kept until called for" and it is not called for within a reasonable time.

If the Parcel is undeliverable for any reason, the Service Provider shall store such Parcel at the Customer's sole risk and return or dispose it in accordance with Section 5.

The Service Provider does not accept any liability whatsoever for any claim relating to the seizure or detention of Parcels thereof, or of any goods in the course of Transit by customs or other government authorities.

6.5 Principles of Delivery

Parcels will be delivered as follows, depending on the Service:

- DPD CLASSIC, DPD Private, Pickup

on working days (Monday to Friday) following their pick-up. Delivery for the DPD CLASSIC and DPD Private and Pickup Services can take place on Saturday depending on the Delivery Country (this information can be found on the website of the Delivery Service Provider at www.dpd.com). The transit time and delivery time presented by the Service Provider are indicative.

The DPD CLASSIC and DPD Private Services includes the Predict service, without additional charge, which enables the Recipient to become aware of the expected delivery date and time frame defined per Delivery Country as described at www.dpd.cz, section General Terms and Conditions. The Predict service can only be activated if the Customer provides the Service Provider with the Recipient's email address and/or phone number.

All Services allow the Customer and Recipient to monitor the Transit of the Parcel using the Track and trace feature at www.dpd.cz.

For DPD CLASSIC AND DPD Private Service, re-deliveries and new delivery attempts are carried out up to the related contractual number of new attempts or maximum deadline for re-deliveries as described on the website of the Delivery Service Provider at www.dpd.com.

6.6 Handover of Parcels

Except in case of Delivery in a Safe Place, the Service Provider could require the Recipient of a Parcel to be of Legal Age, if required in the Sending and Delivery Countries, and to sign an ESCD or any other required instruments as proof of delivery of the Parcel. The Customer and the Recipient accept the confirmation of receipt of the Parcel with the use of electronic device and is not entitled to any claims related to the confirmation of delivery of the Parcel with the use of electronic device. Any record of the Recipient's signature obtained by the Delivery Service Provider shall be conclusive evidence of the delivery of the Parcel. In case of Delivery in a Safe Place, the Delivery Scan Record shall be evidence of delivery of the Parcel.

The Parcel is handed over to the Recipient or another person who is located at the exact deliverable Recipient address, whereby the Delivery Service Provider is not obliged to assess whether this person is actually entitled to receive the Parcel. Upon delivery, the Service Provider may request certain information or an ID card of the person. For DPD CLASSIC and DPD Private Services, if delivery must be made principally or alternatively to a Neighbor, a Safe Place or a Different Address, the Delivery Service Provider is not further obliged to assess whether the Recipient at this alternative place or address is duly entitled to receive the Parcel and such person shall be deemed as such.

When the Parcel is delivered to hotels, hospitals, universities, government offices or installations, or other facilities where there is a mail room or central receiving area, the Parcel may be delivered to the mail room or central receiving area, unless otherwise authorized and agreed by the Service Provider until shipment of the Parcel.

6.7 Cash-on Delivery Parcels

Cash-on-delivery Parcels are delivered exclusively against payment of the price of the goods and any other charges, custom duties and taxes where applicable.

The exact wording of the delivery and payment terms and conditions can be found in Article 4. 2., Main and Additional Services.

The Customer must indicate its bank account number and provide the Service Provider with all requested documents before the delivery at the latest. Upon successful delivery, the amount collected from the Recipient will be transferred to the bank account of the Customer as soon as practicable according to the Delivery Conditions. The transfer is made based on the reference in the form of the Shipping Label number of the Parcel and intended purpose, if known.

6.8 Return of a Parcel

For returning a Parcel based on the Recipient's decision the same terms and conditions apply as for returns in accordance with the paragraph 5.5. hereof. Returns are available for a fee to be charged to the Customer.

7. Pricing and Payment

7.1 Price of the Service

Price of the service is agreed in the amount as is in the currently valid standard price list available at

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www.dpd.cz, section General Terms and Conditions, or based on special prices list agreed between the Customer and Service Provider. Price calculations and quotations made by the Service Provider will be based on information about the number of Parcels from the Customer and these Conditions. The Service Provider hereby reserves the right to amend prices if information provided by the Customer is incorrect, in particular in case of improper weight calculation and/or size calculation by the Customer.

In the absence of an individual agreement, the Service Provider's standard price list shall apply. The prices valid on the day of receipt of the Parcel apply. For cases in which the weight determines the price, the weight established by the Service Provider at the shipping depot is taken as the basis for calculating the price.

7.2 Surcharges

The Service Provider hereby reserves the right to bill the Customer the following surcharges as published at www.dpd.cz, section General Terms and Conditions, including but not limited to:

- a. fuel surcharge,
- b. road toll,
- c. surcharge for any packaging or labeling of the Parcel if not provided by the Customer,
- d. surcharge for oversized and/or overweight Parcels,
- e. other surcharges in accordance herewith and with the Surcharge Price List.

7.3 Charges, Taxes, and Fees

The Customer is liable for transport fees, costs, expenses, taxes, duties, general deposits and other charges and has to reimburse the Service Provider for them. This also applies if they are to be paid by the Recipient or if they are caused by that party, and if these amounts are not paid by the Recipient to the Service Provider upon the first request for payment.

- a. The Service Provider's charges for transportation and other services shall be payable by the Customer; however, the Service Provider shall also have the right to demand and obtain payment from the Sender (if different from the Customer) or the Recipient, or from any other person who may be liable to pay the charges.
- b. Payment of Service Provider's charges is due no later than the date specified on Service Provider's invoice/statement or such other period as may be expressly agreed in writing between the Customer and Service Provider. In case of default with any due payment, the Customer shall pay a default interest which is calculated daily from the due date until full payment is made. The above shall not prejudice other rights and claims of the Service Provider to other damages.
- c. The Service Provider hereby reserves the right to charge a higher price in case the volumetric weight or actual weight are exceeded:
- d. A claim or counterclaim by the Customer shall not be made the reason for deferring or withholding payment or monies payable, or for refusing to reimburse liabilities incurred by the Service Provider.
- e. The Service Provider shall be entitled at any time and from time to time to increase Service Provider's charges for transportation or other services by giving to the Customer not less than 10 days prior written

notice to accord with increases in relevant costs of Service Provider's business including but not limited to, fuel, congestion charges, license fees, postal fees and labor.

- f. All amounts payable by the Customer are subject to Value Added Tax which shall be charged at the applicable rate.
- g. In the event that the Service Provider pays or agrees to pay to any third party any duty and/or taxes and/or levy in respect of any Customer's goods:
 - i. The Service Provider shall do so on the sole basis that in doing so it is acting as the Customer's fully authorized agent;
 - ii. Whether or not delivery of the goods is made to the Recipient's address, immediately upon receipt of Service Provider's duty invoice in respect of such duty and/or tax and/or levy the Customer shall settle such duty invoice in full;
 - iii. In the event of the Customer failing to comply strictly with paragraph above, the Service Provider is at full liberty to deal with the goods based on its lien on the goods.
- h. The Customer shall pay to the Service Provider any duties, taxes, levies, customs assessments, fines or other penalties and unusual costs, claims and expenses (including administrative costs) incurred by the Service Provider as a result of it conveying the goods.
 - i. The Customer must notify the Service Provider about any discrepancy in relation to any invoice from the Service Provider within 14 calendar days of the invoice date and confirm that query to the Service Provider by notice in writing within 28 calendar days of the invoice date. If the Customer does not do this, the Service Provider will not be liable (whether in contract, tort, negligence or otherwise and howsoever arising) for any error in the invoice nor shall the Service Provider be required to re-pay any sums paid by the Customer unless the Customer can prove that:
 - i. It was not reasonably possible for the Customer to notify the Service Provider of the query, or confirm it in writing, within the time set above; and
 - ii. The notification or confirmation was made at the first reasonable opportunity and in any event no later than 6 months after the invoice date.

- 7.4 The Service Provider reserves the right to make the provision of its services dependent upon payment in advance or upon securing of the fees, or part thereof, by the Customer.

If there are any doubts about the ability of Customers to meet their payment obligations, the Service Provider reserves the right to request payment in advance or provision of security; even after an order has been placed. If payment is not made in advance or no securities are furnished, the Service Provider reserves the right to cancel the contract and to discontinue collecting and delivering parcels immediately, without prior notice to the Customer.

8. Liability for loss and damage and delay

Liability for loss or damage is governed by the Claim and Complaint Policy.

9. Limitation and exclusion of liability

- 9.1 Except where (1) any compulsory obligation or (2) any increased cap offered by the Service Provider as published at www.dpd.cz or (3) any "Extended Cover"

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purchased by the Customer and based on declared value of goods, and subject to Sections 5.2, 8, 9, 11, 12 and 13 hereof, the Service Provider's liability for the loss or damage of the Parcel under a Shipping Contract shall be limited to the lesser of the repair or replacement cost of lost or damaged goods (the Customer shall provide proof of value of goods lost or damaged); and

- a. if transportation by road, the liability cap set out as a minimum in the provisions of the Convention on the Contract for the International Carriage of Goods by Road ("CMR") May 1956 Geneva as amended by the Protocol of July 5th 1978 Geneva and the Protocol of 2008 Geneva.
 - b. if transportation by air, the liability cap set out in the provisions of the Warsaw Convention of 1929 as amended by the Protocol signed in the Hague on September 28th 1955, the Protocol signed in Guatemala City on 8 March 1971 and including the Montreal Protocol No. 4. "Montreal Convention" means the Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Montreal, May 28, 1999 ("Warsaw Convention");
 - c. if transportation using combined means of air and road transportation, up to the liability cap mentioned in a) or b) as applicable to the means of transportation used when the loss or damage occurred;
 - d. for all Parcels undertaken as part of services tailored by the Service Provider to the Customer's individual requirements, these services shall be subject to any limitation of liability set out in the relevant agreement entered into between the Customer and the Service Provider; and
- 9.2 In the case of cash-on-delivery Parcels, the Service Provider will not be held liable in the following cases:
- in the case of cash-on-delivery Parcels when the Customer has not submitted a written complaint to the Service Provider within a period of 15 days after delivery detailing the non-receipt of the cash-on-delivery amount unless otherwise agreed with the Customer;
 - in the case of damage that results from incorrect or incomplete details on the cash-on-delivery Parcel and/or incorrect labeling and/or illegible information on the cash-on-delivery parcel label;
 - if non-collection of the cash-on-delivery amount is attributable to an error or negligence on the part of the Customer; when delays occur in collecting or transferring the cash-on-delivery fees;
 - if the value of the goods to be transported or the cash-on-delivery fees exceeds the maximum cash-on-delivery fee defined in Section 2 of Main and Additional Services.
- 9.3 Subject to Section 8.4, CMR, and the Warsaw Convention but notwithstanding anything to the contrary in these Conditions, the Service Provider shall, under no circumstances whatsoever be liable to the Customer for any loss of profit, or any indirect or consequential loss, including but not limited to the cost of recompiling the information contained on the goods, arising under or in connection with the Contract.

10. Extended Cover

- 10.1 For all Services governed by these Conditions, if the Customer has paid or agreed to pay the Service

Provider's charge for 'Extended Cover' and the Service Provider has agreed to the extension, the Customer then uses extended liability insurance as defined in the specific provisions set out by the Service Provider as published on its website www.dpd.cz, section Products & Services.

- 10.2 The actual value of any goods lost or damaged shall be ascertained by reference to its repair, replacement, resale or fair market value at the time and place of collection, whichever is less. In no event shall such value exceed the original cost of the item actually paid by the Customer.
- 10.3 If a Customer requires 'Extended Cover', it shall fully disclose to the Service Provider, should it so request, the nature of goods to be carried. The Service Provider shall, in its sole discretion, decide whether 'Extended Cover' shall apply to any Parcel for which it is requested.

11. Claims

The provisions are included in the Claim and Complaint Policy.

12. Customer's indemnity

- 12.1 The Customer shall indemnify the Service Provider against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Service Provider arising out of or in connection with:
- a. any negligent act, negligent omission, negligent misdirection or negligent misstatement by the Customer, Sender or Recipient, its servants or agents;
 - b. claims of any nature for loss or damage resulting from the transportation of dangerous goods or goods which are not accepted for transportation or storage by the Service Provider as set out in Section 5.3 (provided that such transportation of dangerous goods has not been accepted by the Service Provider or should such acceptance be given the Customer has been in breach of its undertakings, representations and warranties in respect of the shipped dangerous goods under these Conditions);
 - c. claims and demands of any nature in respect of loss of or damage to the goods made by the Recipient and/or any third party additional to or in excess of the limits of liability of the Service Provider set out in these Conditions;
 - d. any claims made or penalties imposed by any customs office, tax authorities and/or any other governmental bodies or regulatory agencies on account of any breach of the Customer's obligations, representations and warranties;
 - e. claims and demands made by any third party attributable to lack of authority on the part of the Customer to enter into the Contract upon these Conditions;
 - f. breach of any of the warranties set out in Section 5.1;
 - g. any inaccurate or false information supplied to the Service Provider by the Customer which relates to the Customer and/or the goods comprised in any Parcel;

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- h. the Customer's failure to include the relevant Commodity Code, where required by the Service Provider under these Conditions;
- i. the Customer's failure to provide correct written notification in advance of any Parcel which is not standard or permanent export;
- j. any claim being made by any third party against the Service Provider in respect of loss of or damage to the goods or in respect of any conversion of or interference with the goods.

13. Extension of protection to employees and agents

The Customer acknowledges and agrees that the provisions of Sections 5.3, 8, 9, 10, 11, 12, and 15 are aimed at extending the protection of, at limiting the liability of, and at indemnifying the employees and agents of the Service Provider and that such provisions have been entered into and shall be enforceable by the Service Provider for itself and as trustee or agent for such employees and agents.

14. Liens and other retention right and offsetting

14.1 Lien and Retention

In the event of claims against the Customer which are due and, where legally permissible, not yet due, the Service Provider shall have a lien on all goods carried for the Customer for any amount due to the Service Provider whether pursuant to the Contract or otherwise and for the cost of recovering the same and has the right to retain the goods and other assets handed over to the Service Provider or which have otherwise come into Service Provider's possession.

If payment has not been affected within a time limit of thirty (30) days, the Service Provider will be free to dispose of the relevant goods as it sees fit. The right of retention will apply to all goods which had been handed over to the Service Provider and will be applied to the balance arising from all business activities with the Customer.

The Customer is not entitled to assert a right of retention against the Service Provider.

14.2 Offsetting

The Customer is not entitled to offset claims against claims asserted by the Service Provider, except for claims that a court of law has judged legally valid or that the Service Provider has acknowledged as legitimate.

14.3 No Assignment

The Customer may not assign rights and duties under the Contract to a third party and/or transfer the contractual relationship to a third party without the prior written permission of the Service Provider.

15. Personal Data Protection

- 15.1 Management and processing of Personal Data ("Personal Data") for the purposes of international transportation shall be governed by the provisions of Chapter 10, section Domestic Transportation, hereof with the following specifics:
- 15.2 The Customer hereby acknowledges that the Service Provider transfers the Personal Data necessary for international transportation to the company GeoPost SA [having its registered seat at 26 rue Guynemer, 92130 ISSY LES MOULINEAUX, France] and its subsidiaries, affiliates and partners participating in transportation. The Customer hereby confirms that all

Personal Data of the Recipient or third parties provided to the Service Provider needed for international transportation were acquired and submitted pursuant to the Privacy Protection Legislation.

- 15.3 The Service Provider undertakes to use and process Personal Data of the Customer or Recipient pursuant to the respective Privacy Protection Legislation.

- 15.4 Personal Data that the Service Provider collects may be transferred to and stored in countries outside of the jurisdiction the Customer and the Recipient are in. The Service Provider will take all steps to ensure that the Personal Data of the Customer and the Recipient are treated securely and in accordance with applicable laws and this privacy policy. The controller of Personal Data may transfer the data of the Customer and Recipient to countries outside of EEA if it is necessary for delivery. By sending the Parcel, the Customer agrees thereto.

- 15.5 Rights of subjects of the Personal Data and manner of their execution against the Service Provider shall be governed by the provisions of Chapter 10, part Domestic Transportation hereof.

- 15.6 The Service Provider's website may, from time to time, contain links to and from third party websites of GeoPost networks, news publications and affiliates. Please note that these websites may have their own privacy policies and their operators hold responsibility for their own operations

- 15.7 The Customer and Recipient should also be aware that the Service Provider use cookies to store and access information whilst providing access to its site. The Customer and the Recipient can find out more about the Service Provider's use of cookies in the Service Provider's cookie policy at www.dpd.cz, Section Data Protection Information.

16. Compliance with Applicable Regulation / Anti-Bribery / Export Control

- 16.1 The Customer represents, warrants and agrees that it has been at all times and will continue to be in compliance with all applicable anti-corruption / anti-bribery laws. In particular, the Customer represents, and warrants that it will not make, offer, promise, or authorize any gift of money or anything of value ("bribe") to obtain or retain business, or to direct business to any person, or to obtain any unfair advantage, in violation of applicable laws.

- 16.2 The Customer hereby represents and warrants to the DPD Network Member that it complies with any applicable national and international export control regulation. In this respect, the Customer represents and warrants that it complies with : (i) any applicable national and international regulation concerning dual-use items, (ii) any restrictive measure or embargo imposed in the framework of the programs of the United Nations or any other national or international program, (iii) any applicable national and international regulation against terrorism and money laundering, etc.

- 16.3 The Customer represents and warrants that it is not among the individuals or entities identified on any list compiled pursuant to Executive Order 13224 for the purpose of identifying suspected terrorists or on the most current list published by the U.S. Treasury Office of Foreign Assets Control (OFAC) at its official

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website, <https://www.treasury.gov/resource-center/sanctions/SDN-List/> or any replacement website or other replacement official publication of such list ("SDN").

16.4 In addition, the Customer is hereby informed and accepts that the data of its employees, its own clients (individuals and undertakings, hereinafter the "Clients"), of the clients of its Clients if applicable (hereinafter the "Final Clients") and of the Recipients relating to the performance of the Services be uploaded in the SDN monitoring tool of the DPD Network Member in order to verify that such employees, Clients and Final Clients are not identified on the SDN list. The Customer undertakes to inform its employees and Clients of such use of the employees, Clients, Final Clients, Recipients' data by the DPD Network Member. The Customer hereby undertakes to notify to the DPD Network Member any knowledge or suspicion it may have that its employees, Clients, the Final Clients or Recipient are in breach with any of the above mentioned regulations or are identified on the SDN list.

16.5 Otherwise, the Customer shall be deemed in breach of these Conditions and the DPD Network Member shall have the right, in its sole discretion, to (i) stop or suspend the Services, (ii) transfer any required information to the competent authorities and/or (iii) apply the procedure required by such competent authorities including the destruction of the Parcel at the Customer's cost. The Customer shall inform its employees and Clients prior to the performance of the Services of the above mentioned DPD Network Member's rights and obtain their consent to such provisions. The DPD Network Member will under no circumstances be held liable for the interruption or suspension of the Services, the transfer of the employees, Clients, Final Clients or Recipient' data further to the request of the competent authorities, the destruction of the Parcel or any other appropriate measure taken by the DPD Network Member in application of the present Article.

17. Non Waiver

Any failure by the Service Provider to enforce or apply any provision of these Conditions shall not constitute a waiver of that provision and shall not otherwise remove or reduce Service Provider's right to enforce that provision.

18. Severability

If any of these Conditions or any part is held to be invalid for any purpose, it shall for that purpose be deemed to have been omitted. but shall not prejudice the effectiveness of the remaining Conditions.

19. Intellectual Property

All Intellectual Property Rights in any materials (including software) supplied by the Service Provider to the Customer and in any methods

of work and processes used by the Service Provider in connection with this Contract are and shall remain the exclusive property of the Service Provider.

"CLASSIC", "Pickup" and "Predict" are registered and protected trademarks of the Service Provider.

Nothing in these Conditions shall imply any license or other permission to use or reproduce any such trademarks, materials, methods and processes save as expressly agreed in writing by the Service Provider.

20. Applicable laws

Transportation of Parcels performed entirely or partly by road, by explicit agreement or otherwise, are governed by the provisions of the Convention on the Contract for the International Carriage of Goods by Road ("CMR") May 1956 Geneva as amended by the Protocol of July 5th 1978 Geneva and the Protocol of 2008 Geneva when the transportation takes place in or to countries that are parties to the CMR and by the European Agreement Concerning the International Carriage of Dangerous Goods by Road ("ADR"), while transportation of Parcels by air are subject to the Warsaw Convention of October 12, 1929 ("Warsaw Convention"), as amended by the Hague Protocol of September 28, 1955 and all subsequent applicable Protocols or the Montreal Convention of May 28, 1999 and all subsequent applicable Protocols, as well as the Guadalajara Convention of September 18, 1961.

Any matter not governed by the above referred international conventions shall be governed by the laws of the country of the Service Provider, provided that the rules of public policy in the Sending, Transit and Delivery Countries may also apply to the extent that this is compulsory or unless these Conditions state otherwise. In certain countries, the Service Provider may also act as postal operator in the understanding of the local postal law and the services may to the extent of the postal law of the jurisdiction of the Service Provider be regulated by such postal law.

21. Dispute Resolution

21.1 Jurisdiction

Any dispute arising in relation to the contractual relationships between the Customer and the Service Provider and/or the services rendered by the Service Provider or connected with these Conditions shall be subject to the Exclusive competence of the courts or respective bodies of the seat of the Service Provider (see section Claim and Complaint Policy hereof).

21.2 Place of Performance

For any claims the seat of the Service Provider shall be regarded as the place of performance.

Appendix 1 – Delivery Countries and Delivery Terms

Belgium, Belarus, Bosnia and Herzegovina, Bulgaria, Czech Republic, Denmark, Estonia, Finland, France, Croatia, Ireland, Italy, Lithuania, Latvia, Luxembourg, Hungary, Germany, Netherlands, Norway, Poland, Portugal, Austria, Romania, Russia, Greece, Slovakia, Slovenia, Spain, Serbia

Maximum value of a Parcel the delivery address of which is in any of the above listed countries is 13,000 EUR, excluding Denmark (DK) where the maximum value of a Parcel is 100,000 DKK. Complete overview of all delivery conditions can be found at www.dpd.cz, section General Terms and Conditions

General Terms and Conditions

International Transportation DPD EXPRESS



1. Principles

This document contains the specific terms and conditions (hereafter the "Specific Terms and Conditions") governing the Service designated "DPD EXPRESS". **Except for the matters regulated in this document, the contractual relationships between the Customer and the Service Provider, in respect of the Service, shall be governed by the GTC for international transportation.**

The sole Service rendered under those Specific Conditions is "DPD EXPRESS". DPD CLASSIC, DPD Private and Pickup Services are expressly excluded.

The Service Provider reserves its right to unilaterally and without notice modify or supplement the Services and these detailed conditions. A current version of the detailed conditions is available at www.dpd.cz, Section General Terms and Conditions.

The Detailed Terms and Conditions are in English language and in the official language of the country from which the Customer sends the Parcel (hereinafter only as the "Local Language"). In the event of any conflict, the Local Language version shall prevail.

2. Definitions

In these Specific Conditions the following expressions shall have the meaning hereby respectively assigned to them:

Partner shall mean any independent subcontractor selected by the Service Provider for the purpose of fulfilling its contractual obligations.

Conditions means collectively the present Specific Terms and Conditions for "DPD EXPRESS" Services the General Terms and Conditions (GTC) for international transportation.

Delivery Conditions mean conditions described in Article 5 of the Detailed Terms and Conditions

Services means the "DPD EXPRESS" Services involving cross-border transportation that is governed by the Specific Terms and Conditions, including the related services and options selected by the Customer.

General Terms and Conditions mean general terms and conditions for international transportation that form an integral part of the General Terms and Conditions.

Volumetric Weight means the space a Parcel occupies in relation to its volume by applying the following formula: length (cm) x width (cm) x height (cm) / 4000 (cm³/kg).

Parcel means an item that weighs no more than 31,5 Kgs and with dimensions of not less than 23 x 16 cm and length of not more than 175 cm long, and a circumference (length + 2 x height + 2 x width) of not more than 300 cm.

Delivery Countries mean countries to which a Parcel can be shipped, as listed in Appendix 1 hereof.

3. General Provisions

- 3.1 The Service Provider as freight forwarder may refuse to arrange the transportation of the Customer's goods at its discretion.. The Service Provider shall accept for transportation only such goods that complies herewith.
- 3.2 The present Conditions shall apply to the exclusion of any other terms that the Customer seeks to impose or

incorporate, or which are implied by trade, custom, practice or course of dealing.

- 3.3 The Customer is deemed to have notice of and have accepted the Conditions if and as soon as he places an order with, or accepts a tender from, the Service Provider for the transportation of goods under any of the provided Services. The Customer shall procure that the Recipient agrees with the Conditions and commits to obtain confirmation of this acceptance from the Recipient. A binding version hereof is available at www.dpd.cz, Section General Terms and Conditions. A copy hereof is also always kept in the headquarters and in all branches of the Service Provider

4. Parcels

4.1 Maximum Dimensions

The Customer shall ensure that each Parcel complies with the weight, measurements and length applicable to that Parcel as set out in the relevant definition of Parcel.

4.2 Indication on the Shipping Label and Labeling

Reference to the Service should be indicated on the Shipping Label.

The Customer must indicate on the labeling of the Parcel and on the Shipping Label the full name, address, postcode, country of the Recipient, excluding any post Office boxes, and the Sender, and may also include the telephone number and email of the Recipient and the Sender.

5. Delivery Conditions

5.1 Exclusions from Transportation and Other Limitations

The items that cannot be accepted for transportation shall include, but are not limited to, the following:

- a. Any goods classified by national and international regulations, e.g. IATA's regulations, as hazardous materials, such as ammunition, gases, flammable goods, radioactive, toxic, infectious or corrosive substances, etc., as well as any items which by virtue of their inherent nature or packaging, are likely to present a danger to driving or handling staff, the environment, jeopardies the safety of the conveyance used to transport them, or cause damage to other Parcels being transported, vehicles or third parties;
- b. Jewelry, precious metals and stones, money, financial instruments, means of payment (credit cards, phone cards, cheques, promissory notes and bills, etc.), live or dead animals, human or animals organs, material for medical or biological examination, medical waste, fire arms, weapons, illegal drugs, antiques, works of art, perishable goods, counterfeits products;
- c. Parcels the contents of which is prohibited by any applicable law or regulations of the country of expedition, dispatch, Transit or destination and any items whose importation is prohibited in the Delivery Country.

5.2 Principles of Delivery

Parcels will be delivered on working days.

The transit time and delivery time presented by the Service Provider are indicative.

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International Transportation DPD EXPRESS



In the event the Recipient is absent or business is closed at the time of the delivery, the Service Provider or its Partner shall leave a notice of visit at the place where the Parcel was to be delivered containing instructions to the Recipient for how to contact the Service Provider or its Partner for arrangement of the picking-up of the parcel by the Recipient or for arrangement of a second delivery attempt, upon proposal of the Service Provider or the Partner in charge of the delivery.

The Service allow the Customer and Recipient to monitor the transit of the Parcel using the Track and Trace function at www.dpd.cz and subject to the conditions mentioned therein.

The related services specified in the GTC such as Inflight Options (Neighbor, Different Address, Pickup, and Safe Place), Predict, and COD are not available for the service.

5.3 Returns

The article 5.5 of the GTC for international transportation shall be replaced by the following article: The Service Provider reserves the right to return the Parcel immediately to the Customer:

- a. in the event of insurmountable obstacles to carrying out delivery (wrong address, non-located Recipient, inaccessible delivery place, non-acceptance of the Parcel by the Recipient, missing data or lack of information required by the customs authorities)
- b. if all delivery attempts have been performed without success,
- c. if the Recipient fails to contact the Service Provider or its Partner within a maximum of 10 business days, after the delivery attempt,
- d. If customs duty is paid, after 10 days if payment of customs duty is not possible due to a lack of instructions and/or for other reasons.

The Customer will reimburse the Service Provider for any costs and expenditure incurred in relation to returning of the Parcel.

6. Pricing and Payment

- 6.1 Price of the service is agreed in the amount as is in the currently valid standard price list available at www.dpd.cz, section General Terms and Conditions, or based on special prices list agreed between the Customer and Service Provider. In the absence of an individual agreement, the Service Provider's standard price list for the Service shall apply. The prices valid on the day of receipt of the Parcel apply. For cases in which the weight determines the price, the weight established by the Service Provider at the shipping depot is taken as the basis for calculating the price. The Service Provider reserves the right to charge the higher of: (i) volumetric weight; or (ii) real weight.

The Customer must elect between Incoterms DAP whereby the duties, taxes and customs clearance fees are charged to the Recipient and DDP whereby duties, taxes and customs clearance fees are charged to the Sender. In case of failure of the Customer to select the relevant Incoterm, the Service Provider shall apply the DDP Incoterm and charge the Customer accordingly.

In case of a failure of the Recipient to pay the duties, taxes and customs clearance when the DAP Incoterm applies, the Customer is responsible for the payment of this costs.

6.2 Surcharges

The Service Provider hereby reserves the right to bill the Customer the following surcharges as published at www.dpd.cz, section General Terms and Conditions, including but not limited to:

- fuel surcharge,
- road toll,
- in the absence of any or inadequate packaging or labeling of the Parcel,
- surcharge for oversized and/or overweight Parcels,
- returns of undelivered Parcels surcharge,
- remote area surcharge,
- Proof on Delivery (POD) request surcharge,
- other surcharges in accordance herewith as can be found at www.dpd.cz.

7. Limitation of liability

Except where apply (1) any compulsory obligation or (2) any increased cap offered by the Service Provider or (3) any "Extended Cover" purchased by the Customer and based on declared value of goods as specified at www.dpd.cz, section Products & Services, and subject to any other provision of the Conditions, the Service Provider's liability for the loss of or damage to any goods and/or for any other matter (howsoever arising) under a Contract shall be limited to the liability cap set out in the provisions of the Warsaw Convention of 1929 as amended by the Protocol signed in the Hague on September 28th 1955, the Protocol signed in Guatemala City on 8 March 1971 and the Montreal Convention 1999 ("Warsaw Convention") which limits the liability of the Service Provider to 19 Special Drawing Rights per kilogram, or if transportation uses combined means of air and road transportation, up to the liability cap as applicable to the means of transportation used when the loss or damage occurred, being understood that should the loss or damage occurs when Parcels are carried by road in the country of receipt of the Parcel by the Service Provider or in the Delivery Country, the liability of the Service Provider will be limited to 19 SDR per kilogram.

Subject to any public policy provision and the Warsaw Convention but notwithstanding anything to the contrary in these Conditions, the Service Provider shall, under no circumstances whatsoever be liable to the Customer for any loss of profit, or any indirect or consequential loss, including but not limited to the cost of recompiling of information, arising under or in connection with the Contract.

8. Claims

The provisions are included in the Claim and Complaint Policy.

9. Severability

If any of these specific terms and conditions or any part is held to be invalid for any purpose, it shall for that purpose be deemed to have been omitted. The above shall not prejudice the effectiveness of the remainder of these Specific Terms and Conditions.

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Details



Appendix 1 – Delivery Countries:

AFGHANISTAN	EGYPT	CAMEROON	MARSHALL	PORTUGAL	SWITZERLAND
ALBANIA	ECUADOR	CANADA	ISLANDS	AUSTRIA	SYRIAN ARAB
ALGERIA	EL SALVADOR	CANARY	MARTINIQUE	GREECE	REPUBLIC
AMERICAN	ERITREA	ISLANDS	MAURITANIA	REUNION	TAJIKISTAN
SAMOA	ESTONIA	CAPE VERDE	MAURITIUS	EQUATORIAL	TANZANIA,
ANDORRA	ETHIOPIA	QATAR	MAYOTTE	GUINEA	UNITED
ANGOLA	FAROE ISLANDS	KAZAKHSTAN	VATICAN CITY	ROMANIA	REPUBLIC OF
ANGUILLA	FIJI	KENYA	STATE (HOLY	RUSSIAN	TAIWAN
ANTIGUA AND	PHILIPPINES	KIRIBATI	SEE)	FEDERATION	THAILAND
BARBUDA	FINLAND	COCOS	MEXICO	RWANDA	TOGO
ARGENTINA	FRANCE	(KEELING)	MICRONESIA,	SOLOMON	TONGA
ARMENIA	FRENCH	ISLANDS	FEDERATED	ISLANDS	TRINIDAD AND
ARUBA	GUIANA	COLOMBIA	STATES OF	SAMOA	TOBAGO
AUSTRALIA	FRENCH	COMOROS	MOLDOVA,	SAN MARINO	TUNISIA
AZERBAIJAN	POLYNESIA	CONGO,	REPUBLIC OF	SAUDI ARABIA	TURKEY
BAHAMAS	GABON	KOREA,	MONGOLIA	SENEGAL	TURKS AND
BAHRAIN	GAMBIA	REPUBLIC OF	MONTSERRAT	NORTHERN	CAICOS
BANGLADESH	GHANA	COSTA RICA	MOZAMBIQUE	MARIANA	ISLANDS
BARBADOS	GIBRALTAR	CUBA	MYANMAR	ISLANDS	TUVALU
BELGIUM	GRENADA	KUWAIT	NAMIBIA	SEYCHELLES	UGANDA
BELIZE	GREENLAND	CYPRUS	NAURU	SIERRA LEONE	UKRAINE
BELARUS	GEORGIA	KYRGYZSTAN	GERMANY	SINGAPORE	URUGUAY
BENIN	GUADELOUPE	LAO PEOPLE'S	NEPAL	SLOVAKIA	UZBEKISTAN
BERMUDA	GUAM	DEMOCRATIC	NIGER	SLOVENIA	CHRISTMAS
BHUTAN	GUATEMALA	REPUBLIC	NIGERIA	SOMALIA	ISLAND
BOLIVIA	GUERNSEY	LESOTHO	NICARAGUA	SPAIN	VANUATU
BOSNIA AND	GUINEA	LEBANON	NL ANTILLES	UNITED ARAB	VENEZUELA
HERZEGOWINA	GUINEA-BISSAU	LIBERIA	NORFOLK	EMIRATES	VIETNAM
BOTSWANA	GUYANA	LIBYAN ARAB	ISLAND	UNITED	EAST TIMOR
BRAZIL	HAITI	JAMAHIRIYA	NORWAY	KINGDOM	WALLIS AND
BRUNEI	HONDURAS	LIECHTENSTEIN	NEW	UNITED STATES	FUTUNA
DARUSSALAM	HONG KONG	People's Republic	CALEDONIA	SERBIA AND	ISLANDS
BULGARIA	INDIA	of COOK	NEW ZEALAND	MONTENEGRO	ZAMBIA
BURKINA FASO	INDONESIA	ISLANDS	PALESTINIAN	SRI LANKA	ZIMBABWE
BURUNDI	IRAQ	LITHUANIA	TERRITORY,	ST. PIERRE AND	
CHAD	IRAN (ISLAMIC	LATVIA	OCCUPIED	MIQUELON	
MONTENEGRO	REPUBLIC OF)	LUXEMBOURG	OMAN	CENTRAL	
CZECH	IRELAND	MADAGASCAR	PAKISTAN	AFRICAN	
REPUBLIC	ICELAND	HUNGARY	PALAU	REPUBLIC	
CROATIA	ITALY	MADEIRA	PANAMA	SUDAN	
CHILE	ISRAEL	MACAU	VIRGIN ISLANDS	SURINAME	
CHINA	JAMAICA	MACEDONIA,	(BRITISH)	SAINT LUCIA	
DENMARK	JAPAN	THE FORMER	VIRGIN ISLANDS	SAINT KITTS	
CONGO,	YEMEN	YUGOSLAV	(U.S.)	AND NEVIS	
DEMOCRATIC	JERSEY	REPUBLIC OF	PAPUA NEW	SAO TOME AND	
REPUBLIC OF	SOUTH AFRICA	MALAYSIA	GUINEA	PRINCIPE	
(WAS ZAIRE)	JORDAN	MALAWI	PARAGUAY	SAINT VINCENT	
DOMINICA	CAYMAN	MALDIVA	PERU	AND THE	
DOMINICAN	ISLANDS	MALI	IVORY COAST	GRENADINES	
REPUBLIC	CAMBODIA	MALTA	POLAND	SWAZILAND	
DJIBOUTI		MOROCCO	PUERTO RICO	SWEDEN	

General Terms and Conditions

Main and Additional Services



1. Overview of main services for domestic transportation

Parcel parameters	DPD CLASSIC	DPD Private	DPD 10, 12, 18	Pickup
Maximum weight (kg)	50*	50*	31.5	20
Maximum length (longest side) (cm)	175	175	175	100
Maximum circumferential length (cm)	300	300	300	250
Maximum COD amount (CZK)	200,000	200,000	200,000	200,000
Period for sending collected COD amount to the account specified by the Customer (days)	6	6	6	6
Notification of accepting the Parcel for transportation, usually 1 working days before its delivery including access to the web application for changing delivery options (SMS)	No	Yes	Yes	Yes
Notification of accepting the Parcel for transportation, usually 1 working days before its delivery including access to the web application for changing delivery options (e-mail)	Yes	Yes	Yes	Yes
Notification on the delivery date including 1-hour time window for delivery and access to the web application for changing delivery options (SMS)	No	Yes	Yes	Yes
Notification on the delivery date including 1-hour time window for delivery and access to the web application for changing delivery options (e-mail)	No	Yes	Yes	Yes (notification does not include the 1-hour window for delivery and access to the web application)
Notification about an unsuccessful attempt to deliver a Parcel (e-mail)	Yes	Yes	Yes	Yes
Notification about any changes to the Parcel date of delivery	Yes	Yes	Yes	Yes
Reminder about a Parcel in a Pickup point 3 days after its delivery (e-mail)	x	x	X	Yes

- DPD 10:00 service is possible only in areas defined at www.dpd.cz, section Shipping).
- The Service Provider is obliged to send the SMS and/or e-mail notification only if the Customer submitted the necessary information, particularly the telephone number and/or e-mail address to which the notification is to be sent, to the Service Provider. In case the Customer does not provide the Service Provider with the necessary information, the Service Provider is not obliged to provide any service for which the missing information would be required. This does not affect the Service Provider's right for compensation for the respective services pursuant to the current price list.
- Formula for calculating circumferential length: $2x \text{ width} + 2x \text{ height} + 1x \text{ length}$
- Formula for calculating circumferential length for poles: $\text{circumference} + \text{length}$

* Service Provider will surcharge the arrangement of transportation of Parcels heavier than 31.5 kg according to the valid Surcharge Price List.

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Main and Additional Services



2. Overview of Main Services for International Road and Air Transportation

Parcel parameters	International Road Transportation				International Air Transportation
	DPD CLASSIC	DPD Private	Pickup	DPD GUARANTEE	DPD EXPRESS
Maximum weight (kg)	31.5	31.5	20	31.5	50
Maximum length (longest side) (cm)	175	175	100	175	175
Maximum circumferential length (cm)	300	300	250	300	300
Maximum COD amount (€)	2,500	2,500	2,500	2,500	x
Period for sending collected COD amount to the account specified by the Customer (days)	Only to selected countries, see additional service International COD	Only to selected countries, see additional service International COD	Only to selected countries, see additional service International COD	Only to selected countries, see additional service International COD	x
Notification of accepting the Parcel for transportation, usually 1 working days before its delivery including access to the web application for changing delivery options (SMS)	According to availability in the delivery country	According to availability in the delivery country	According to availability in the delivery country	According to availability in the delivery country	No
Notification of accepting the Parcel for transportation, usually 1 working days before its delivery including access to the web application for changing delivery options (e-mail)					No
Notification on the delivery date including 1-hour time window for delivery and access to the web application for changing delivery options (SMS)					No
Notification on the delivery date including 1-hour time window for delivery and access to the web application for changing delivery options (e-mail)					No
Notification about an unsuccessful attempt to deliver a Parcel (e-mail)					No
Notification about any changes to the Parcel date of delivery					No
Reminder about a Parcel in a Pickup point 3 days after its delivery (e-mail)	x	x	According to availability in the delivery country	x	x

- The Service Provider is obliged to send the SMS and/or e-mail notification only if the Customer submitted the necessary information, particularly the telephone number and/or e-mail address to which the notification is to be sent, to the Service Provider. In case the Customer does not provide the Service Provider with the necessary information, the Service Provider is not obliged to provide any service for which the missing information would be required. This does not affect the Service Provider's right for compensation for the respective services pursuant to the current price list.
- Formula for calculating circumferential length: $2x \text{ width} + 2x \text{ height} + 1x \text{ length}$
- Formula for calculating circumferential length for poles: $\text{circumference} + \text{length}$
- Parameter for calculating volumetric weight: $\text{length (cm)} \times \text{width (cm)} \times \text{height (cm)} / 4000 \text{ (cm}^3\text{/kg)}$.

* If the destination country is Hungary, the maximum amount of COD is an equivalent of 500,000 HUF.

General Terms and Conditions

Main and Additional Services



3. Combination of Additional and Main Services

Additional Service	Domestic Transportation			
	DPD CLASSIC	DPD Private	DPD 10, 12, 18	Pickup
COD (description and rules below)	Yes	Yes	Yes	Yes
Smart hand-over (enables interaction during the Parcel handover – logo displayed in MDU, a short questionnaire and instructions for the courier)	Yes	Yes	Yes	x
Delivery to a department (Parcel delivered to a specific department or floor)	No	Yes	Yes	x
Delivery to a third party (pick up at an address different from the agreed Parcels pickup place, i.e. at a different then registered (pickup) address with delivery also to a different then registered (pickup) address of the Customer)	Yes	Yes	No	x
DPD Dnes (pickup and delivery of the Parcel on the same day. The service is available only in areas defined at www.dpd.cz , section Shipping).	No	Yes	No	x
Verified Handover (Parcel handed over only to the Recipient determined by the Customer against 5 last digits of the Recipient's ID card (personal ID document, driver's license, passport))	No	Yes	Yes	x
Verified Handover +18 (Parcel handed over only to the Recipient of age determined by the Customer against 5 last digits of the Recipient's ID card (personal ID document, driver's license, passport))	No	Yes	Yes	x
Supplementary Insurance (description and rules below)	Yes	Yes	Yes	Yes
Packed package (pick up at any address different from the agreed Parcels pickup place, i.e. at a different then registered (pickup) address of the Customer with delivery to the registered (pickup) address)	Yes	Yes	No	x
Evening delivery (delivery of a Parcel in the evening between 18:00–21:00. The service is available only in areas defined at www.dpd.cz , section Shipping).	Yes	Yes	No	x
Swap Parcel (A delivery service with the option to send the Parcel back to the Customer free of charge. For example in case of immediate exchange of goods. Transportation back is as DPD CLASSIC)	Yes	Yes	Yes	x
Secured Delivery (delivery and hand-over of the Parcel against a 4-digit PIN code)	No	Yes	No	x
Return Parcel (return of already delivered Parcel by the Recipient back to the Customer. Transportation fee is paid by the Customer.)	No	Yes	No	x

Additional Service	International Road Transportation				International Air Transportation
	DPD CLASSIC	DPD Private	Pickup	DPD GUARANTEE	DPD EXPRESS
COD (description and rules below)	Yes	Yes	No	Yes	No
DPDPack, DPDBox (Parcel the transportation fee to selected European destinations for which the packaging in the form of a hard envelope or box is included. DPDPack Envelope, dimensions: 348 x 253 mm. DPDBox, dimensions: 340 x 270 x 40 mm)	No	No	No	Yes	No
Import (Parcel pickup in the selected European destinations (see Price list for International Road Transportation) and delivery to a registered address of the Customer.)	Yes	No	No	No	No
Supplementary Insurance (description and rules below)	Yes	Yes	Yes	Yes	Yes

- Additional Services are not included in the main services and their provision is charged according to the currently valid price list.
- The Service Provider hereby reserves the right not to perform services listed above.
- The Service Provider is obliged to send the SMS and/or e-mail notification only if the Customer submitted the necessary information, particularly the telephone number and/or e-mail address to which the notification is to be sent, to the Service Provider. In case the Customer does not provide the Service Provider with the necessary information, the Service Provider is not obliged to provide any service for which the missing information would be required. This does not affect the Service Provider's right for compensation for the respective services pursuant to the current price list.

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4. COD;

4.1 Domestic COD Parcel

- a. If the Customer wishes to send a COD Parcel, he is obliged to fill in a "Cash on Delivery Setup Form" available at www.dpd.cz, section Shipping, in which he shall state the bank account number to which the COD amount shall be transferred (hereinafter as "Default Account").
- b. The Customer is obliged to specify on the Shipping Label the amount of money in CZK (rounded to a whole number, i.e. no hellers) required to be collected from the Recipient upon delivery.
- c. Before 20:00 CET on the day the Parcel in question is handed over to the Service Provider, the Customer is obliged to prepare the COD data containing the following information:
 - Customer's identification details;
 - Recipient's identification details;
 - COD amount;
 - COD account identification (hereinafter as the "COD Account")and submit it to the Service Provider by any one of the following ways:
 - By submitting the COD data by means of the Moje DPD application (www.mojedpd.cz)
 - By sending the required data by means of an electronic database record specified by the Service Provider.
 - By sending an e-mail with the COD list to dobirky@dpd.cz.If the COD Account differs from a Default Account, the Service Provider shall transfer the respective collected COD amount to the COD Account. If the Customer do not specify the COD Account in the COD data, the Service Provider shall transfer the respective collected COD amount to the Default Account.
- d. If the COD amount displayed on the Shipping Label differs from the one contained in the COD data, the Parcel will be returned to the Customer.
- e. If the Customer does not submit the COD data within the aforementioned time limit, the respective Parcel will not be delivered and will be stored in the Service Provider's storehouse instead. The Parcel will then be delivered on a workday following the workday on which the required COD data were submitted. If the Customer fails to submit the COD data within the aforementioned time limit and the Parcel shall be delivered by the Service Provider regardless, the amount specified on the Shipping Label shall be collected from the Recipient. The COD amount shall be transferred to the Customer's Default Account only after the COD data are received or on the fifteenth calendar day after the delivery of the Parcel. If the COD amount in the COD data from the Customer differs from the COD amount on the Shipping Label, the Customer is liable for the difference.
- f. If the Customer submits incorrect COD data, especially if the Service Provider must process them manually as a result (example: if the bank code is invalid), the Service Provider is authorized to bill administration fee pursuant to the Surcharge Price List available at www.dpd.cz, section General Terms and Conditions,

for each Parcel, that had its data processed manually. The Service Provider is at the same time not responsible for any expenses the Customer suffers as a result of incorrect submitted COD data or any other expense that result from violation of paragraph 4 hereof by the Customer.

- g. The Service Provider will collect the COD amount required for the given Parcels from the Recipient upon their delivery and will deposit the collected money to the COD Account within the time limit specified for the respective Product/Service. The date conclusive for compliance with the time limit is the one on which the money was sent from the Service Provider's bank account to the account previously specified by the Customer.
- h. Payment of the COD amount may be made in cash or payment card accepted by the Service Provider. In case of paying the COD amount by a payment card, the Service Provider is entitled to bill a surcharge pursuant to its currently valid price list even if the Customer has not expressly ordered such service.
- i. In case of domestic COD Parcels, the bank account for COD amount transfer must be specified by the kept by an entity with a banking license and registered seat in the Czech Republic.
- j. The Customer may choose an express repayment of COD amount for a charge according to the currently valid price list. In such case, the Service Provider shall repay all Customer's COD amounts on the first workday following the delivery. In case a COD Parcel cannot be delivered or is not accepted, the provisions of Article 7.10 of the General Terms and Conditions for domestic transportation shall apply.
- k. In case of an unsuccessful delivery of a COD Parcel after the Recipient postponed the date of delivery in accordance herewith, the Customer shall not be entitled to any compensation of lost profit and/or damages.
- l. A usual period for crediting the amount on the Service Provider's account are 4 working days following the delivery.

Should the Customer change the Default Account for COD payments, he is obliged to inform about such change by filling out the "Cash on Delivery Setup Form" available at www.dpd.cz, section Shipping.

4.2 International COD Parcels

- a. The Service Provider provides shipping of COD Parcels to the following international destinations:
 - Slovakia, Poland, Germany and Hungary;
- b. COD Parcels to the aforementioned destinations shall be governed by the paragraph 4.1 hereof.
- c. In case that the Shipping Label of COD data contains an amount in a currency different from the official currency of the destination, the Parcel will be returned to the Customer.
- d. The following rules apply to individual destinations:

Slovakia

The Bank account to which the collected COD payment is to be sent must be managed by an entity with a banking license and registered seat in the Slovak

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Republic, Czech Republic, or in the country with EUR as its domestic currency.

The amount specified in the COD data must be in EUR; COD payments collected in Slovakia shall be remitted to the Service Provider's account kept in EUR;

The Service Provider's bank exchange rate is used for EUR/CZK conversion as at the day on which the payment is credited to the account;

A period for crediting the amount on the Service Provider's account is 10 working days following the delivery.

Germany

The bank account to which the collected payment is to be sent must be kept by an entity with a banking license and registered seat in the Czech Republic.

The amount specified in the COD data must be in EUR; COD payments collected in Germany shall be remitted to the Service Provider's account kept in CZK;

The Commerzbank CZ exchange rate is used for EUR/CZK conversion as at the day on which the payment is sent from the account kept by an entity with a banking license and registered seat in the Czech Republic and the exchange rate risks shall be borne by the Customer;

A period for crediting the amount on the Service Provider's account is 5 working days following the delivery.

Poland

The bank account to which the collected payment is to be sent must be kept by an entity with a banking license and registered seat in Poland.

The amount specified in the COD data must be in PLN; COD payments collected in Poland shall be remitted to the Service Provider's account kept in PLN;

- A period for crediting the amount on the Service Provider's account is 12 working days following the delivery.
- COD Amounts must be always paid to the Default COD Account, see 4.1.a. hereof.

Hungary

- The bank account to which the collected payment is to be sent must be kept by an entity with a banking license and registered seat in Hungary.
- The amount specified in the COD data must be in HUF; COD payments collected in Hungary shall be remitted to the Service Provider's account kept in HUF;
- A usual period for crediting the amount on the Service Provider's account is 10 working days following the delivery.
- The Default Account as specified in 4.1.a hereof is always regarded as the Default COD Account.

5. Supplementary insurance

All Parcels (domestic as well as international) transported in the Service Provider's network are automatically insured up to 50,000 CZK in value. Above the scope of the standard insurance a supplementary insurance can be arranged up to 500,000 CZK and in individual cases above 500,000 CZK. Supplementary Insurance fee for international Parcels is 0.5% from the insured amount, for domestic Parcels it is 0.25 % of the insured amount.

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Claim and Complaint Policy



1. Liability for loss and damage and delay

- 1.1 Subject to the provisions of the Claim and Complaint Policy, Articles 4., 5. and 6. of Terms and Conditions for domestic transportation and Articles 5.3, 9. and 10. of Terms and Conditions for international transportation, the Service Provider shall be liable for physical loss of or physical damage to goods during transit and storage, excluding cases when such loss or damage were caused by:
- a. The Customer or Recipient failing to take or accept delivery within a reasonable time in accordance with the applicable Delivery Conditions;
 - b. A breach of the Contract including these Conditions, the Shipping Label and any other applicable rules (even those the Customer is bound hereby to read at www.dpd.cz) by the Customer, including the breach of any of the Customer's warranties set out in Article 5 of the Terms and Conditions for domestic transportation and Article 5.1 of the Terms and Conditions for international transportation, insufficient or improper packing, labeling or addressing, including incorrect or missing postcode information,
 - c. Loss, damage or breakage of articles of, or for that part of any articles that comprises of goods which are not accepted for transportation or storage by the Service Provider as set out in Article 4.1 of the Terms and Conditions for domestic transportation and Article 5.2 of the Terms and Conditions for international transportation;
 - d. Any act or omission of the Customer or Recipient or owner of the goods or of the servants or agents of either, and any act or omission of any person other than the Service Provider, compliance with verbal or written delivery instructions from the Customer, Recipient or persons claiming to represent the Customer or Recipient;
 - e. Deletion of data, loss or and irretrievability of data stored on magnetic tapes, files or other storage media, or erasure or damage of photographic images or soundtracks from exposed film;
 - f. Inherent liability to wastage in bulk or weight, latent defect or inherent defect, vice or natural deterioration of the goods, wear and tear, depreciation, moths, vermin, or the effect of any process of cleaning, dyeing or restoring any article;
 - g. Seizure under legal process, any other acts or omissions of any customs office, governmental bodies or other regulatory agencies and any observance by the Service Provider of rules and regulations and decisions and orders issued by customs, governmental bodies and regulatory agencies;
 - h. Any force majeure event, meaning an event beyond the reasonable control of the Service Provider, including but not limited to seizure under a legal process, consequence of war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, insurrection, military or usurped power or appropriation, requisition, destruction of or damage to property, extreme weather conditions, compliance with any law, or order of any government or public or local authority, riots, civil commotion, strikes, lockouts, general or partial stoppage or restraint of labor from whatever cause, accident, breakdown of plant or machinery, disruption of road and/or air traffic,

fire, flood, storm or default of suppliers or subcontractors, pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds, the direct or indirect effect of ionizing radiations or contamination by radioactivity;

- i. Fraud by the Customer or the owner of the goods or the servants or agents of either.
- 1.2 The Service Provider will make reasonable effort to convey and deliver the Parcel according to the Delivery Conditions within the indicative Transit time indicated to the Customer provided that such indicative Transit and delivery time are not binding and should in no respect make the Service Provider liable for any damage or loss caused by delays.
- 1.3 For the avoidance of doubt, the Parcel was in Transit or in storage (as defined in Article 9 of the Terms and Conditions for domestic transportation and Article 6 of the Terms and Conditions for international transportation) or there is no Scan Record of the Parcel or any other form of record showing that the Parcel was entrusted to the Service Provider, than the Service Provider shall bear no liability for the loss or damage thereof.
- 1.4 Nothing in these Conditions shall limit or exclude Service Provider's liability for any matter which is unlawful to exclude or limit liability under any public policy provision.
- 1.5 The Service Provider does not provide insurance cover for losses, damages, loss of profits and delays not covered or excluded under this Article 1 of the Claim and Complaint Policy or that are in excess of the relevant limitations of liability set forth in Article 9 of the Terms and Conditions for domestic transportation and Articles 8 and 9 of the Terms and Conditions for international transportation. Should the Customer or the Recipient require insurance covering the above referred not assumed liabilities and risks, the Customer and/or the Recipient shall procure such insurance cover be provided by their insurer(s) or insurance broker(s).
- 1.6 The Service Provider does not make any warranty nor accept any liability other than expressly set forth in these Conditions.

2. Claims

- 2.1 In case of apparent loss or damage of a part of a Parcel, the Service Provider must be notified not later than at the time of delivery.
- In the case of loss or damage which is not apparent, the fact of this taking delivery shall be prima facie, evidence that the Customer has received the goods in the condition described in the Parcel note. If the loss or damage is not apparent, the reservations referred to shall be made in writing within 2 working days of delivery in case of domestic Parcels or 7 working days in case of international Parcels or 14 days after delivery in case of Parcels sent under DPD EXPRESS service.

The reservations must be made in writing, and must be justified with accurate, complete and quantified information, dated and signed. The Customer should confirm/notify of any loss, damage or delay by notice in writing within 30 calendar days after the date of dispatch in case of complaint concerning a domestic Parcel and within 21 calendar days after the date of dispatch in case of complaint concerning an

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international Parcel.

If the Customer fails to do so or fails to justify the reservations, the Service Provider shall not be liable for any loss, damage or delay:

- a. Except if the Customer supplies an evidence that it was not reasonably possible for the Customer to advise the Service Provider or make such claim in writing within the time limit applicable;
 - b. Except if the Customer supplies an evidence that such advice or claim was made within a reasonable time, in which case the Service Provider shall not have the benefit of exclusion of liability afforded by this Article 3.1.; and
 - c. In case that the Customer fails to request that the Service Provider should search for such undelivered Parcels within 10 days from the estimated delivery date of such Parcel.
 - d. Any request for compensation for damages shall be filed within 10 calendar days following the Parcel delivery, all documents must be submitted within 1 year after the respective delivery date.
- 2.2 Extinguishing of the Customer's right to damage against the Service Provider shall in any case occur unless a legal action is brought within 1 year from the date of delivery (in case of damage) or the due date of delivery (in case of loss, non-delivery, misdelivery or delay in delivery).
- 2.3 In the event of a claim for damage, the Customer must be able to present the Parcel for inspection at the location on time suitable upon Service Provider's request.
- 2.4 All claims must be fully documented as described at www.dpd.cz, section Customer Support, and the Service Provider shall have no obligation to act on any claim until all fees and other related charges and taxes related to the relevant Parcel have been paid.
- 2.5 Payment of any such entitlement by the Service Provider shall be regarded as final and complete settlement of the complaint in which case the Service Provider shall pay the recognized claim within 45 days after the day on which the decision on recognizing the claim by the Service Provider is made.

3. Amount of Damages

- 3.1 Only an entitled person may claim damages. An entitled person is either the Customer or the payer of the Shipping service price.
- 3.2 A Damage Report does not constitute the claim for damages.
- 3.3 The Customer must claim damages in writing or by means of an online "Damage Report" at www.dpd.cz, section Shipping, immediately upon the Parcel's delivery to the Recipient, however not later than within 10 calendar days following the delivery. If the Customer does not do so, their claim for damages expires.
- 3.4 The Customer must submit the following documents in order to claim damages concerning new goods, failing which such claim shall be disregarded and not considered as timely and duly made:
 - a. Purchase document – assessment of the damage must be documented by a credible tax document or invoice with price for which the items or substances were acquired;
 - b. Accompanying document with the contents of the

Parcel (invoice, delivery note);

- c. Photographic documentation of the transportation /used packaging, contents, and lining for all Parcels affected by a partial loss or damage;
 - d. A report from the service, repair shop or other entity's making the repair if the goods was repaired after the damage or if needed, and in case that the Parcel contained goods with a purchase price 2,500 CZK and above Kč excl. VAT, the Customer is always obliged to supply such report;
 - e. Damage Report;
 - f. And any other documents if needed in order to properly settlement of the claim.
- 3.5 If it is possible to put the damaged contents of a Parcel into its original state by repair, the acceptable amount for repair shall be 80 % of the acquisition price of new goods. The Service Provider shall not be liable for costs exceeding the amount determined as above.
- 3.6 Should circumstances demand so, the Customer may be called to calculate and sell the usable parts, the value of which decreases the real damage. In case of non-existing usable remainders, the Service Provider is entitled to ask the Customer to pick up the damaged goods or to hand them over to the Service Provider or to provide a report from the service, repair shop or other person who performed the repair, including certificate of complete disposal of the Parcel and its ecological liquidation. Additionally, the Service Provider is entitled to ask the Customer to hand him over the Parcel or the contents there of for proper disposal.
- 3.7 In case of damage to older models of items (for example electronics, computer technology etc.) or used and worn items that the damaged Parcel may contained the actual value shall be based on the age of the damaged item and level of its wear and tear. The amount of damages shall be calculated based on a value of the item as at the moment immediately preceding the damage subject to its age, level of wear and tear and depreciation pursuant to the applicable coefficients of the Service Provider's insurance company. The Service Provider shall not be liable for damage exceeding the amount calculated in the above specified manner.
- 3.8 In case of Parcels containing goods for repair the acquisition prices from the proof of payment of the transported goods shall always be decreased by 20 % and respective depreciation.
- 3.9 In case of Parcels containing repaired goods sent from repair the acquisition price of the goods shall be decreased by the respective depreciation based on depreciation tables only if the goods are older than 1 year. The above provisions shall apply unless otherwise agreed in writing between the Customer and Service Provider.
- 3.10 In case that the Customer presents the Service Provider with the tax document (invoice) including the acquisition price of the goods in the Parcel that is in foreign currency, the calculation of the damage shall use the foreign exchange rate for such foreign currency declared by the Czech National Bank as at the first day of the month in which the Parcel was accepted for transportation.
- 3.11 The Service Provider shall terminate the claim

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proceedings within 30 days after the final document requested by the Service Provider was submitted by the Customer in order to supply all evidence of the loss/damage. Should the complaint be solved with the Czech Police participating, the length of the claim proceedings as specified above may be prolonged until the end of the investigation.

3.12 Without supplying the specified document the claim proceedings may not be terminated with compensation.

3.13 The Parcel is considered accepted for transportation if it has a pickup scan record within the transportation cycle.

4. Highlighting defects in the provided Shipping Services

The Service Provider is liable to the Customer only for failure to provide the Shipping Services or faulty Shipping Services that were caused by the Service Provider. If the Service Provider does not provide the contracted Services or provides them with faults, the Customer is authorized to complain (in writing) to the Service Provider for non-provided or faulty Services with reference to the respective Parcel and actual fault of the Service Provider. This complaint must be submitted within 30 calendar days from the delivery of the Parcel in question or from the moment at which the Parcel was to be at latest delivered or Shipping Service provided. If the Customer does not do so, the Services provided by the Service Provider are considered to have been timely and in order. Should the Service Provider finds the Customer's comments true, the Service Provider shall make amends within 30 calendar day after the delivery of the notice of faulty Service. If the Service Provider finds the complaint unjustified, the Service Provider shall inform the Customer within the same time limit. In case that the Customer does not agree with the result

of the claim proceedings, he is entitled to file an appeal within 30 calendar days following the notification of the termination of the claim procedure. The Service Provider is obliged to send his response to the appeal within 30 calendar days.

5. Out-of-court Settlement of Consumer Disputes

In case of a dispute between the Service Provider and a consumer arising from the Shipping Contract that the parties fail to resolve amicably, the consumer may file a proposal for out-of-court settlement of such dispute at the respective entity for out-of-court settlements of consumer disputes.

In case of disputes relating to postal services provided by DPD based on the Certificate no. 18, such entity shall be:

Český telekomunikační úřad

Sokolovská 219

190 00 Praha 9

Website: www.ctu.cz/ochrana-spotrebitele

In all other cases the entity shall be:

Česká obchodní inspekce

Ústřední inspektorát – oddělení ADR

Štěpánská 15

120 00 Praha 2

E-mail: adr@coi.cz

Website: www.adr.coi.cz