

1. GENERAL PROVISIONS

1.1 This Complaints Code forms an integral part of each Forwarding Contract and General Terms and Conditions of Business, and applies to all forwarding services performed by Direct Parcel Distribution SK s.r.o., as the Forwarder for the Customer. The Customer declares that before conclusion of the Forwarding Contract he has made the acquaintance of this Complaint Code.

2. COMPLAINTS ENFORCEMENT, COMPENSATION FOR DAMAGES, STATEMENT OF DAMAGE

- 2.1 The Customer is entitled to put in a claim for damage caused by damaging, destroying, partial or total loss of the shipped Consignment where:
- a) by damaging we understand change of condition, quality, dimensions, structure, compound stability of items forming the Consignment which is not possible to fix by repair, or such a change of condition which cannot be fixed by repair but in spite of this fact the item can be used for its original purpose.
 - b) by destroying we understand change of condition of items forming the Consignment which is not possible to fix by repair and the item cannot be used for its original purpose anymore.
- 2.2 Damage presents:
- a) in case of Consignment damaging, an adequate coverage of repair costs which are necessary to restore the Consignment including its disassembly and reassembly. Price of cashable and utilizable rests of substituted items shall be deducted from these costs. If a damaged Consignment is not repaired and can be used for its original purpose also with the damaging, the Customer is then entitled to claim for compensation in the amount of price difference of the Consignment before the damaging and after the damage onset. Value of a damaged Consignment is an amount set out by an expert opinion or net proceeds from selling the damaged Consignment if the Forwarder agrees with the sale.
 - b) in case of destruction or loss of the Consignment, the actual value of the Consignment at the time of receipt for shipping, or its part if only its part is lost or destroyed.
- 2.3 The Consignee is obliged to inspect the Consignment on delivery and complaint damage or loss from the Forwarder if the surface of Consignment's container is apparently damaged, or the contents is damaged or lost. Statement of extent of the damage or partial loss of a Consignment's contents shall be drawn up on the spot. The Forwarder is obliged to draw up such record. Further handling of the damaged Consignment shall be carried out in accordance with Forwarder's instructions.
- 2.4 If the damage or partial loss of Consignment's contents is not visible on handing over and receipt by the Consignee, the Customer or the Consignee in his behalf is obliged to report the damage onset to the Forwarder without undue delay after its detection within 3 working days at the latest from the day of Consignment's delivery.
- 2.5 The Customer is obliged to enable the Forwarder to see for himself the extent of the damage prior drawing up the statement of damage. For these reasons, the Customer is obliged to ensure that the Consignment will not be handled and the original container in which the Consignment was delivered, will be preserved. For the same reason, the Consignment must not be disposed of or shipped to other places without Forwarder's approval.
- 2.6 For damaged Consignments, the Customer, the Consignee and the Consignor are obliged to enable inspection of the Consignment by an agent of Forwarder's insurance company.
- 2.7 Complaints against the Forwarder shall be enforced by an authorized person, however, only one of the authorized persons may enforce the complaints. Statement of damage is not complaints enforcement. Authorized person is the Customer or the purchaser of shipping services.
- 2.8 Complaints must be in writing and sent to the Forwarder without undue delay after detection of damage, destruction, total or partial loss of the Consignment by the Customer, within 6 months at the latest from Consignment's receipt for shipping.
- 2.9 Written complaints must include:
- a) labelling or description of Consignment's defect, Consignment's number according to the identification label,
 - b) date when the Consignment was handed over for shipping,
 - c) data of the person enforcing the complaints (trade company, or name and surname, company ID, taxpayer identification number, bank account number and in case of a body corporate a signature of an authorized person),
 - d) document on Consignment's contents (delivery note, original invoice etc.),
 - e) document evidencing item acquisition and its cost of acquisition, or production costs,
 - f) if required by attendant circumstances, a loss assessment or an expert opinion of the service which carried out the repair,
 - g) photo documentation for Consignments with partial loss or damage in the event that the damage exceeds €100 VAT excluded.
- 2.10 The Forwarder is obliged to settle the complaints within 30 days at the latest from complaints enforcement. This period is prolonged by the time in which the authorized person fails to submit all documents specified in Clause 2.9 of this Complaints Code. If documents from law enforcement authorities, insurance companies or other authorities are necessary to settle the complaints, term for complaints enforcement starts only when these documents have been submitted to the Forwarder.
- 2.11 Both the Customer and the Forwarder expressly agree that the Customer is not entitled to set off his claim for compensation against Forwarder's claim for paying the price of forwarding services.
- 2.12 If the Forwarder agrees with the claim for compensation and payment of the full value for the damaged Consignment, the Customer is obliged to hand over the damaged Consignment which was subject of the complaints to the Forwarder within 3 days after being notified of the claim acceptance.
- 2.13 In the event that there is a suspicion of a crime, both the Customer and the Forwarder are obliged to cooperate and immediately submit all information needed to catch the perpetrator quickly.
- 2.14 Unless the damage of the Consignment's container is proved by the authorized person in the statement of damage, claim of partial loss of the Consignment's contents or its damage cannot be allowed.
- 2.15 All rights against the Forwarder arisen from the damage on shipped Consignments are considered lapsed after one year.
- 2.16 Forwarder's liability for damage on the Consignment is regulated by the Commercial Code and Forwarder's General Terms and Conditions of Business.
- 2.17 The Forwarder shall be responsible to the Customer for any damage incurred to the Consignment which happened after its receipt for shipping up to its delivery to the Consignee. However, the Forwarder shall not responsible for the total loss, as a result of destruction, damage or loss of the Consignment but he shall be responsible only for the loss based on Consignment's depreciation (partial or total). Thus, the Forwarder is not responsible for further damages and in particularly for damages based on lost profit.
- 2.18 If the Customer breaches obligations stipulated in Clause 2 of this Complaints Code, it is assumed that the damage on the Consignment which the Forwarder is liable for, has not incurred.

3. FINAL PROVISIONS

3.1 This Customs Code comes into effect on 01 June 2010.