

TERMS AND CONDITIONS

Between Us - service for sending shipments between consumers

Effective from 7.1.2023

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1. General Provisions

- 1.1 These General Terms and Conditions (hereinafter as the "**Conditions**") govern commercial and legal relations between Zásilkovna s.r.o., with its registered office at Českomoravská 2408/1a, Libeň, 190 00 Prague 9, ID (Identification Number) 28408306, (hereinafter as „**Zásilkovna**") and the sender of the Shipment, a non-business natural person (without ID) (hereinafter as the "**Sender**"). These Conditions also govern legal relations between Zásilkovna, and any third parties involved in any legal activities of Zásilkovna.
- 1.2 These Conditions consist of following Annexes: Price List, Currency Conversion Rules, Conditions for C.O.D payment by payment card.
- 1.3 The Sender hereby acknowledges that the provision of Zásilkovna's services in accordance with these Conditions is conditioned by the use of the Zásilkovna's mobile application (hereinafter as the "**Zásilkovna's Mobile App**"). The Zásilkovna's Mobile App can display advertising texts and banners on the home page. As part of such display, no personal data is processed, nor the Sender's activity is monitored.

In particular, the Zásilkovna's Mobile App registers the contractual relationship with individual Senders, electronic data on Senders, Shipments that are the subject of delivery and records data on the status and location of Shipments. Both the Sender and the Recipient are entitled to enter the Zásilkovna's Mobile App.

By entering his/hers electronic personal data (name, surname, telephone contact, email, or bank account number for payment of the C.O.D.) and completing other installation procedures in the Zásilkovna's Mobile App, the Sender enters into a contract with Zásilkovna, confirms these Conditions and declares that he/she has read them before entering into the contract, agrees to them and accepts them. The Sender is obliged to provide all his data in the Zásilkovna's Mobile App truthfully and is entitled to change it only with the consent of Zásilkovna.

- 1.4 **Shipment** is an item that is handed over by the Sender to Zásilkovna for its delivery to the Recipient.
- 1.5 **Recipient** is a person who is designated by the Sender as a Recipient of the Shipment.
- 1.6 **Consignment Place** is a place where the Shipment is handed over to Zásilkovna.
- 1.7 **Delivery Place** is the address chosen by the Sender to which the Shipments is to be delivered.
- 1.8 **Pick-up Point** is a place where Zásilkovna enables the submission and the handover of Shipments to a Recipient as well as a place where Zásilkovna ensures the receipt of Shipments from the Sender.

Z-BOX is an automated system for the handover of Shipments.

Pick-up Points and Pick-up Points are operated through third parties other than Zásilkovna and are therefore not Zásilkovna's premises.

- 1.9 **Cash on Delivery Shipment** or **C.O.D. Shipment** is any Shipment for which Zásilkovna must collect the price of the Shipment upon delivery to the Recipient.
- 1.10 **Cash on Delivery** or **C.O.D** is the amount of money collected by Zásilkovna from the Recipient upon delivery of the Cash on Delivery Shipment.
- 1.11 **Services of Zásilkovna** includes all operations and services related to the delivery of the Shipment, particularly arranging for the Shipment to be taken over and delivered to the Delivery Place, informing the Recipient about the storage of the Shipment, handing over the Shipment to the Recipient and also collecting the C.O.D. according to the Sender's order and instructions. Uncollected Shipments shall be returned to the Sender, including Shipments that Recipients refused to take-over. The Services of Zásilkovna are summarized in the Price List and may vary for each country.
- 1.12 **Authorized Person** is the person authorized to file a complaint or a claim for damages according to the provisions of Article 8.1. of the Conditions.
- 1.13 **Return** is a Shipment that is returned to the Sender due to not being picked up by the Recipient or for other reasons.
- 1.14 **Age Verification Service** has the meaning given in Article 2.8 of the Conditions and is charged according to the Price List.
- 1.15 **Nature of offered services:**
 - a) **postal contract:** If the Consignment Place and also the Delivery Place of the Shipment is an address in the Czech Republic (Pick-up Point, Z-BOX or other address for delivery to the address), Zásilkovna hereby undertakes to deliver the Shipment in the agreed manner from the Consignment Place to the Recipient to the Delivery Place and the Sender hereby undertakes to pay the remuneration to Zásilkovna. In this case, a postal contract is concluded between Zásilkovna and the Sender.
 - b) **forwarding contract:** If the Consignment Place or the Delivery Place is an address outside the Czech Republic, Zásilkovna undertakes to arrange the transport of the Shipment for the Sender from the Consignment Place to the Delivery Place in the name of the Sender and on their behalf, including other acts related to transport. The Sender undertakes to pay the remuneration to Zásilkovna. In this case, a forwarding contract is concluded between Zásilkovna and the Sender.
- 1.16 The Sender is entitled to use only the services offered by the Zásilkovna's Mobile App when submitting the Shipment. The Conditions also regulate the services that are being prepared and therefore may not all be currently available.

2. Parameters of the Shipment

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

The Standard Shipments must meet the following requirements:

- i. Maximum value of the Standard Shipment – 5 000 CZK / 200 EUR (or an equivalent value in another currency);
- ii. Maximum weight of the Standard Shipment – 5 kg;
- iii. Minimum dimensions of the Standard Shipment - 10 × 7 × 1 cm;
- iv. Maximum dimensions of the Standard Shipment – the sum of 3 sides of a max. 120 cm (e.g., 50×40×30 cm), max. length of one side 50 cm.

The Oversized Shipments must meet the following requirements:

- i. Maximum value of the Oversized Shipment – 5 000 CZK / 200 EUR (or an equivalent value in another currency);
- ii. Maximum weight of the Oversized Shipment – 10 kg;
- iii. Minimum dimensions of the Oversized Shipment - 10 × 7 × 1 cm;
- iv. Maximum dimensions of the Oversized Shipment – the sum of 3 sides of a max. 150 cm (e.g., 60×50×40 cm), max. length of one side 120 cm.

If the Shipment exceeds the parameters of the Standard or Oversized Shipment, it is an **Over-Limit Shipment**. If the Sender hands over the Over-Limit Shipment to Zásilkovna, Zásilkovna is entitled at its discretion:

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

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

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

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

After the control re-measurement/reweighing Zásilkovna is entitled to label the Shipment as Oversized even if the Sender has not labelled the Shipment as Oversized in the Zásilkovna's Mobile App.

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

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

- i. Those containing goods with a value greater than 5 000 CZK; should the value of the goods in the Shipment exceed CZK 5 000 CZK the Sender acknowledges that Zásilkovna shall be liable only for damage up to the amount of 5 000 CZK (within the "**Specified Value**" service). The stated maximum value of damage also corresponds to the equivalent value of the Shipments stated in foreign currency
- ii. Those containing items that can cause harm to property or persons (particularly explosives, weapons, narcotics and psychotropic substances, flammables with a low flash point etc.);
- iii. Those containing substances that are subject to Regulation (ec) no 1272/2008 of the European Parliament and of the Council of 16 December 2008 on classification, labelling and packaging of substances and mixtures, and as well as poisons, corrosives, radioactive substances, gases, and liquids in pressure vessels;
- iv. Those containing varnishes, paints, adhesives, and other liquid substances that can be damaged during transport, or may damage or decrease the value of other Shipments or the equipment of Zásilkovna;
- v. Those containing live animals, human or animal relics or remains, biological waste, body parts or organs, medical material (blood samples and derivatives), medical waste;
- vi. Those containing items and substances that are sensitive to changes in temperature and quickly perishable goods such as food, live plants and objects and substances having these characteristics;
- vii. Those containing perishable goods or goods easily damaged, fragile, with liquid contents and goods which require special protective measures or which it is necessary to handle in a specific manner;
- viii. Those containing items and substances that with regard to their nature require specific storage space adjustments or special conditions during transportation according to current regulations or specific circumstances;
- ix. Those whose nature, content, external appearance, characteristics, method of sending or possession is in conflict with the law of the Czech Republic and is therefore illegal or prohibited, particularly with regard to the safety of persons, public order and the rights of third parties;
- x. Those exceeding the maximum parameters of the Shipment stated in Article 2.1 of the Conditions;
- xi. Those whose shape does not form a homogeneous whole in the shape of a block or cube or an envelope. Packages or boxes tied or bundled together and handed over as one Shipment;
- xii. Those containing originals of identity documents (i.e., birth certificate, identity card, certificate of eligibility, etc.), original vehicle documents (i.e., vehicle registration certificate), etc., original documents containing confidential or sensitive information

(such as medical records, accounting documents, etc.) and valuables (i.e., cash, lottery tickets, shares, stamps, precious metals, etc.);

- xiii. Those containing collectors' pieces or art objects whose price/acquisition can't be proved in standard way;
 - xiv. Shipments handed over without a label, or non-system Shipments (without prior upload of data of the Shipment to the Zásilkovna's Mobile App).
- 2.3 Zásilkovna is not obliged to accept Shipments which do not meet the requirements stated in Article 2.1 of the Conditions, or which are excluded from transportation under Article 2.2 of the Conditions.
- 2.4 If the Sender hands over to Zásilkovna a Shipment that does not meet the conditions according to Article 2.1 of the Conditions or is excluded as per Article 2.2 of the Conditions, no contract is concluded and Zásilkovna therefore holds no liability for any damage incurred in connection with the Shipment. In such case, Zásilkovna is entitled to claim damages (particularly for all costs associated with the custody of the Shipment until its receipt by the Sender) for each Shipment which the Sender hands over to procure the transport and which does not meet the conditions set out in Article 2.1 of the Conditions or if it is excluded from the transport according to Article 2.2 of the Conditions. The amount of damages corresponds to the price of the required service specified in the Price List, including storage and transport of the Shipment back to the Sender. Zásilkovna does not in any way confirm the rightness of the Shipment or its content by taking over the Shipment that does not meet the requirements stated in Article 2.1 or is excluded from transportation under Article 2.2 of the Conditions by the Consignment Place.
- 2.5 The Sender is obliged to wrap the Shipment in a solid and suitable package and simultaneously to reinforce and fill the interior of the Shipment to prevent damage caused during transport, storage, or handling. The Recipient is obliged to object the break / damage of the packaging immediately upon receipt of the Shipment. If the package is not damaged when the Shipment is received, the Recipient is obliged to prove that any damage to the Shipment occurred during transportation.
- Transport packaging (boxes, envelopes etc.) must be secured by the Sender (e.g., with tape) to prevent opening.
- 2.6 The Sender may use the **Age Verification** service upon handing over a Shipment containing a content for which the Sender is obliged to verify that the person collecting the Shipment is more than 18 years old (i.e. mainly, but not exclusively alcohol and tobacco products) before handing it over to the Recipient, by marking the Shipment as such in the Zásilkovna's Mobile App. Based on the order of the Age Verification service, the age of the Recipient is verified before the Shipment is handed over to the Recipient. By ordering the Age Verification service, the Sender authorizes Zásilkovna to record the name, surname and last 4 digits of the submitted identity card upon handing over the Shipment, The Delivery Place of the Shipments providing the Age Verification service are exclusively the Pick-up Points in the Czech Republic, Slovakia, Hungary, and Romania.

3. Receipt of Shipment by Zásilkovna

- 3.1 The Sender shall enter electronic data on the Shipment, the Recipient of the Shipment, Delivery Place – Pick-up Point or other address of the Delivery Place into the Zásilkovna's Mobile App, pay the price according to Article 6. of the Conditions and a six-digit code (combination of numbers and letters) will be generated in the Zásilkovna's Mobile App at the Pick-up Point for the submission of the Shipment (hereinafter referred to as the "**Code**"). The Sender is obliged to write the code visibly on the package of the Shipment.

The Sender may cancel the transport in the Zásilkovna's Mobile App before handing over the Shipment at the Consignment Place. The transport order is further canceled if the Shipment is not receipt at the Consignment Place within five (5) days. In this case, the amount paid will be returned to the Sender.

- 3.2 The Sender is obliged to enter in the Zásilkovna's Mobile App correct, complete and comprehensible data identifying his/her person, the person of the Recipient, the Delivery Place and information about the Shipment.

The Sender is obliged to state the following, particularly:

- i. name, surname, or other information enabling identification of the Sender;
 - ii. name, surname, or other information enabling the identification of the Recipient of the Shipment, including telephone contact and email;
 - iii. determination of the amount of C.O.D. in the case of a C.O.D Shipment and labelling of the Shipment as a C.O.D. Shipment and specifying the number of the Sender's bank account to which Zásilkovna shall transfer the collected C.O.D;
 - iv. determination of the value of the Shipment (if it is not determined, the value of the Shipment is considered to be CZK 300);
- 3.3 Zásilkovna does not guarantee the day or time of delivery of the Shipments. Any statements in relation to the date and time of delivery of Shipments are considered indicative only for informational purposes and are not binding for Zásilkovna in any way.

3A. Submitting the Shipment at the Pick-up Point

- 3.4 The Sender shall hand over the packaged Shipment (especially in accordance with Article 2.5 of the Conditions) at the Consignment Place - i.e., at any Pick-up Point, where they are obliged to state the Code upon handover. The employee of the Pick-up Point will label the Shipment and take it over. Receipt of the Shipment is confirmed in the Zásilkovna's Mobile App and by delivery of an email to the Sender confirming receipt of the Shipment. If the receipt of the Shipment is not confirmed by e-mail and in the Zásilkovna's Mobile App, later complaints about the receipt of the Shipment at the Consignment Place cannot be taken into account. The risk of damage to the Shipment passes to Zásilkovna only upon actual receipt of the Shipment at the Consignment Place (i.e., receipt by the employee of the Pick-up Point and simultaneous confirmation of receipt in the Zásilkovna's Mobile App).

The list of possible Places of Dispatch is given in the Zásilkovna's Mobile App.

- 3.5 The Sender is responsible for the correct labeling of his Shipment before sending. After the transport label has been affixed by the employee of the Pick-up Point to the Shipment, the Sender is obliged to check the correctness of the label. The Sender is obliged to be present at the entry of the Shipment Code into the Zásilkovna's Information System by the employee of the Pick-up Point. If the Sender submits several Shipments for transport at the same time, they are obliged to affix the transport labels on their individual Shipments themselves and check the correct placement of the transport label on the correct Shipment for each of their Shipments.

3B. Submitting the Shipment through Z-BOX

- 3.6. The Sender shall select from the list of Z-BOXes available in the Zásilkovna's Mobile App the one through which he/she wants to send the Shipments. The Zásilkovna's Mobile App only offers Z-BOXes available for submitting a Shipment at the moment. Then within the Zásilkovna's Mobile App, the Sender reserves a slot in the selected Z-BOX (the slot must be selected according to the dimensions of the Shipment) (hereinafter referred to as "Reservation").
- 3.7 The Reservation is valid for 30 minutes, after that it is canceled, and a new reservation must be eventually created.
- 3.8 A unique Reservation must be created for each individual Shipment, it is not possible to insert multiple Shipments into one slot.
- 3.9 The Sender shall connect to the selected Z-BOX through the Zásilkovna's Mobile App, thereby open the door of the reserved slot, into which he/she shall place the Shipment with the Code marked out (without a label).
- 3.10 Subsequently, the Sender shall confirm the insertion of the Shipment into the Z-BOX in the Zásilkovna's Mobile App.
- 3.11 The Sender is responsible for closing the door of the slot after inserting the Shipment in the Z.BOX so that third parties cannot access the Shipment.

4. Collection of Shipment by Recipient

- 4.1 The Delivery Place can be:
- One of Zásilkovna's Pick-up Points or a Pick-up Point outside the Czech Republic operated by the contractual partners of Zásilkovna, or
 - Z-BOX; or
 - Other specific address.
- 4.2 The Recipient is entitled to collect the Shipment during dispensing point office hours, generally within 5 calendar days of notification regarding the Shipment's storage. It is possible to prolong the storage time for pick-up of the Shipment in the Zásilkovna's Mobile App. Zásilkovna is within 1st October to 31st January entitled to unilaterally shorten the time for picking-up the Shipment without the possibility of extension. The notice of such shortening of the time for picking-up the Shipments is to be notified to the Sender at least one week in advance.

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

If the Shipment is to be delivered to a specific address of the Recipient and the Recipient or the person authorized by the Recipient to pick up the Shipment is not reachable, Zásilkovna is entitled to leave the Shipment at the place of central reception (reception or filing office) if there is such a place in the building at the address of the Delivery Place. Zásilkovna is also entitled, if the Recipient is not reachable at a specific address, to leave the Shipment for pick-up at the nearest Pick-up Point to the original delivery address or in the nearest Z-BOX from Zásilkovna's perspective.

Zásilkovna is also entitled to change the Pick-up Point selected by the Sender for another, nearest possible Pick-up Point or Z-BOX, especially if the selected Pick-up Point is currently closed or has full capacity.

- 4.3 The Recipient shall be notified about the storage of the Shipment via e-mail or also via SMS, and/or via the Zásilkovna's Mobile App. This information includes a password designed for identifying the Recipient when picking up the Shipment.
- 4.4 The Shipment shall be handed over to the Recipient after meeting the following requirements:
 - i. The Recipient proves their identity through knowledge of the password or by the identity card, and
 - ii. In the case of a C.O.D. Shipment, the Shipment shall be handed over to the Recipient only after the payment of the full amount of C.O.D.

Should another person pick up the Shipment instead of the Recipient, they are obliged to know the password for picking up the Shipment.

In case of proving the Recipient's identity through identity card, the Pick-up Point is entitled to record last 4 digits of the submitted identity card number.

Should the Delivery Point be the Z-BOX, the Shipment shall be handed over to the Recipient by opening the relevant box via the Zásilkovna's Mobile App.

- 4.5 If the Shipment is not collected by the Recipient or the Recipient refuses to accept it (after C.O.D. payment and unpacking the Shipment at the Pick-up Point) the Shipment shall be returned to the Sender to the Pick-up Point that the Sender selected in the Zásilkovna's Mobile App. In the event that the Pick-up Point of Return was a Z-Box, Zásilkovna is entitled to return the Shipment to its chosen Pick-up Point. The Sender is obliged collect the Return within 7 days of notification of the delivery of the Return at the Pick-up Point.
- 4.6. If the Return cannot be returned to the Sender in accordance with Article 4.5 of the Conditions, Zásilkovna shall provide storage of the Shipment for a maximum period of a further 21 days. The storage of the Shipment is charged according to the valid Price List. During the storage of the Shipment Zásilkovna may arrange another attempt (or attempts) to return the Shipment to the Sender. However, the storage period of the Shipment is neither stopped nor suspended by doing so.

4.7 Zásilkovna is authorized to open the Shipment if:

- i. It cannot be handed over to the Recipient and it cannot be returned or should not be returned to the Sender according to the contract;
- ii. There is reasonable suspicion that it contains an item that is according to the Conditions considered to be dangerous; an item whose handing over for transport is not allowed; or an item that is excluded from transport;
- iii. It is damaged;
- iv. There is reasonable concern that damage has occurred or could occur prior to the handover to the Recipient; or
- v. It is necessary in order to meet the obligations imposed on Zásilkovna by particular legislation.

Zásilkovna is not authorized to open any Shipment for which it is evident from its external appearance that it is, under an international agreement forming a part of Czech law, untouchable. Zásilkovna must inform the Recipient of the opening of the Shipment at the handover or inform the Sender when returning the Shipment. When opened, the contents of the Shipment may be inspected only to the necessary extent to ensure the purpose of the inspection. Upon opening, the protection of facts that are protected by special legislation, as well as the protection of postal and letter secrets.

The Shipment shall be opened at the depot of Zásilkovna, under the supervision of at least 2 persons authorized by Zásilkovna for such activity. A report shall be made on the opening of the Shipment and photo documentation shall be taken.

4.8 After the expiration of the storage period of the Shipment, Zásilkovna is entitled to sell the Shipment if:

- i. it is neither possible to hand it over to the Recipient nor to return it to the Sender, or
- ii. there is reasonable concern that the contents of the Shipment shall have degraded by the time of handover at the Delivery Place.

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

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

The pertinent sale shall be executed in the form of an online auction or by direct sale to a third party.

4.9 If a Shipment which could not be handed over to the Recipient or returned to the Sender is not sold after the expiration of the storage period, then Zásilkovna shall liquidate it after a period of thirty (30) days expires. Within the same period Zásilkovna is entitled to liquidate the Shipment

with partially or entirely damaged contents. Zásilkovna is entitled to liquidate the Shipment or its part before the arranged period, if required so for health and safety purposes.

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

- 4.10 The Sender must pay to Zásilkovna the costs of the liquidation of the Shipment.

5. C.O.D. Shipments

- 5.1 The Sender shall mark in the Zásilkovna's Mobile App if Zásilkovna should collect C.O.D. when handing over the Shipment and state the number of the bank account where the selected C.O.D is to be subsequently paid to the Sender.
- 5.2 The C.O.D. shall be collected in the currency of the country where is the Delivery Place of the Shipment.
- 5.3 The C.O.D. shall be paid to the Sender in Czech crowns regardless of the currency in which it was collected. The payment of the C.O.D. in another currency is regulated in the Currency Conversion Rules.
- 5.4 For the C.O.D. Shipment, Zásilkovna shall collect the C.O.D. from the Recipient and send the collected C.O.D. to a bank account determined by the Sender.

C.O.D. collected in the Czech Republic and the Slovak Republic shall be sent to the Sender within a period of ten (10) working days from the date of receipt of C.O.D. from the Recipient, should C.O.D. be sent to the Sender's bank account in the country in which the C.O.D was collected,

C.O.D collected in any country other than the Czech Republic and the Slovak Republic shall be sent to Sender's bank account within fifteen (15) working days of the day of collection of C.O.D. from the Recipient. In the same time period C.O.D shall be sent to a bank account in a country other than that in which C.O.D. was collected. Bank charges for any cross-border transactions are borne by the Sender.

If the C.O.D. amount is deducted from Zásilkovna's account and credited to the account determined by the Sender within this period, there is no delay in Zásilkovna's payment.

- 5.5 Zásilkovna is entitled to unilaterally include in the C.O.D. payment to due and undue receivables from the Sender. If the C.O.D is transferred incorrectly by Zásilkovna (the Sender is reimbursed a higher amount than the collected C.O.D) Zásilkovna shall proceed according to the previous article, or the Sender is obliged to return the unjust enrichment to Zásilkovna's bank account no later than seven (7) calendar days from the date on which it was credited to his account.
- 5.6 The entire costs and fees (if any) connected to bank transactions and C.O.D. transfers shall be covered by the Sender.

- 5.7 The C.O.D. can be paid by the Recipient by cash or an accepted payment card, or via the Zásilkovna's Mobile App.

6. Commission of Zásilkovna

- 6.1 The Sender undertakes to pay a commission to Zásilkovna for the arranging and/or execution of the Shipment transport and other services related to the transport, including the specified costs. The amount of the commission of Zásilkovna is determined in the current Price List. The decisive criteria for the amount of the commission shall be, in particular, the type of chosen and agreed service, parameters and/or dimensions of the Shipment, the Consignment Place and the Delivery Place.
- 6.2 The Sender undertakes to pay Zásilkovna the commission for all operations, including additional and above-standard services, surcharges and other services ordered by the Sender in the amount according to the current Price List. If the dimensions and weight of the Shipment identified by Zásilkovna differ from the parameters of the Shipment specified by the Sender, the parameters identified by Zásilkovna are decisive for determining the commission.
- 6.3 In addition to the commission for arranging the transport of the Shipment, the Sender is obliged to pay to Zásilkovna the additional commission, particularly for the following items:
- i. commission for collecting the C.O.D. The right to commission also arises from a Return;
 - ii. surcharge for customs services (if used by the Sender);
 - iii. other surcharges for additional services, e.g., surcharge for the Specified Value of the Shipment;
 - iv. commission for the Age Verification Service. The right to commission also arises from a Return.
- 6.4 Zásilkovna is entitled to the payment of the commission (including all related items, e.g., C.O.D. collection) upon handing over of the Shipment at the Consignment Place. The Sender is obliged to pay the full price for the delivered Shipment for the Return according to the Article 4.5 of the Conditions, regardless of whether it is a Shipment with the C.O.D or without.
- 6.5 The amount of the commission is determined by the Price List valid on the day of entering the electronic data of the Shipment into the Zásilkovna's Mobile App.
- 6.6 The Sender is obliged to pay a commission when entering electronic data about the Shipment into the Zásilkovna's Mobile App before handing over the Shipment at the Consignment Place, through the payment gateway in the Zásilkovna's Mobile App. The transmission is encrypted and secure. The Sender can also save the card for other payments in the settings of their account in the Zásilkovna's Mobile App. For online payment, the card must be issued in the EU.
- 6.7 Payment of the commission will be confirmed to the Sender in the Zásilkovna's Mobile App and as well by email.

- 6.8 Zásilkovna reserves the right from time to time and without prior notice to change the fuel and other surcharges listed in the Price List or on Zásilkovna's website. The amount of surcharges and the period of validity is at the discretion of Zásilkovna. By submitting the Shipment, the Sender undertakes to pay the surcharges applicable at the time of submission of the Shipment. Details regarding the currently established surcharges are available on the Zásilkovna's website. The seasonal surcharge depends mainly, but not exclusively, on the delivery date of the Shipment, capacity utilization, demand, and operating costs.

7. Liability for Damage

- 7.1 Zásilkovna is liable to the Authorized person for damage caused as a result of loss, damage or loss of the contents of the Shipment during the of transport. If the package of the Shipment was not damaged during transportation, the Authorized Person is obliged to prove that the Shipment was in fact damaged during transportation. Zásilkovna is obliged to compensate the damage if it does not prove that the damage could not be averted. If the Sender is in delay with the takeover of the returned Shipment, the risk for damage passes to the Sender at the moment which is the beginning of such delay.
- 7.2 Zásilkovna is liable for damage caused to the Shipment, limited to the actual damage, but not including any other damage; Zásilkovna is not liable for the lost profits of the Sender, sanctions for delay, contractual penalties, fines, demands of third parties, or any liabilities incurred by the Sender towards third parties or any other subsequent damages.
- 7.3 Pursuant to Article 2.2 of the Conditions, Zásilkovna shall be liable for actual damage caused to the Shipment whose Delivery Place is a Pick-up Point or a Z-BOX, only up to 300 CZK (in words: three hundred Czech crowns). Payment of this amount in case of damage also replaces the price of transport services provided by Zásilkovna. For Shipments whose Delivery Place is another specific address of the Recipient, Zásilkovna is liable for actual damage up to CZK 5,000.
- 7.4 As part of the service providing compensation for damage in the event of loss, damage, or loss of the contents of the Shipment, the Delivery Place of which is the Pick-up Point or Z-BOX, the Sender may enter the value of the Shipment in the Zásilkovna's Mobile App ("**Specified Value**" service) up to 5,000 CZK (in words: five thousand Czech crowns). Damage to the Shipment is subsequently reimbursed by payment of an amount corresponding to the Specified Value. When using the service, the Sender is obliged to pay the price specified in the Price List. The payment of the Specified Value in case of damage also replaces the price of transport services provided by Zásilkovna. If damages occur within the service Specified Value, the Sender is obliged to submit a solemn declaration confirming that the Shipment has been properly packed and stating the bank account number for damages.
- 7.5 Zásilkovna is not liable for damage incurred to the Shipment in the period from the takeover of the Shipment to its hand over to the Recipient, if such damage is caused by:
- i. The Sender, the Recipient, the owner of the Shipment, or a person who handled the Shipment before its handover at the Consignment Place;

- ii. any defect of the Shipment, either in its innate nature or by its normal decrease;
- iii. defective or insufficient Shipment packaging, or inappropriate manner of packaging;
- iv. the Sender handing over for transport to Zásilkovna any Shipment that is excluded pursuant to the Article 2.2 of the Conditions;
- v. incomplete, incorrect or misleading information from the Sender about the contents and nature of the Shipment.

7.6 The Sender is liable for damage caused by any Shipment or its contents which the Sender has handed over to Zásilkovna. The Sender is also liable for such damage caused to third parties.

7.7 Zásilkovna is not obliged to insure the Shipment.

8. Claiming Compensation for Damage, Claiming a Defect in the Service Provided

8.1 The Sender shall file claims for damages from Zásilkovna in case of any damage incurred before the Shipment was delivered to the Recipient. After the delivery of the Shipment to the Recipient, the Recipient shall file claims for damages. The Recipient and the Sender (hereinafter referred to as the "Authorized Person") may make a claim for a defect in the postal service delivered.

If the claim of the Shipment is already filed at Zásilkovna by a person other than the Authorized Person, Zásilkovna shall continue to handle the claim with the Authorized Person.

8.2. The Authorized Person is obliged to claim compensation for damage or claim for defects in the service provided by filling in the form at www.zasilkovna.cz/reklamace.

The Authorized Person is obliged to claim compensation for damage to the Shipment without undue delay after becoming aware of the damage to the Shipment, but no later than within five (5) working days of receipt of the Shipment by the Recipient or the Sender, pursuant to the Article 8.3 of the Conditions.

The Sender is obliged to file a claim for the loss of the Shipment within twenty (20) calendar days from handing over the Shipment to Zásilkovna. Otherwise, the right to claim damages lapses.

The Authorized Person is entitled to make a claim for a postal service defect without undue delay after becoming aware of it, but no later than 20 days from the date of delivery of the Shipment to Zásilkovna.

- i. Damage means a change in state, i.e., change of quality, size, structure, stability, composition of the items forming the Shipment, that can be repaired; or such change of state that cannot be repaired, however the item is still usable for its original purpose.
- ii. Destruction means such a change of state of the item forming the Shipment that cannot be repaired and which prevents the item being used for its original purpose.

The Authorized Person acknowledges that the Pick-up Points are not the premises of Zásilkovna in the sense of the relevant law and the Pick-up Point is thus not obliged, resp. nor

entitled, to accept a complaint, i.e., claiming defects from defective performance by the Authorized Person on behalf of Zásilkovna.

- 8.3. The Recipient is obliged to inspect the Shipment upon receipt and in case of obvious and on packaging noticeable damage of the Shipment, they are entitled to open the Shipment, observe the contents of the Shipment, and eventually not accept the Shipment. Once the Recipient leaves the Pick-up Point with the Shipment and subsequently wants to claim damage to the Shipment, he/she is required to prove that the Shipment was damaged during transportation.
- 8.4. The Authorized Person is obliged to enable Zásilkovna to, at its request, observe the scope of damage of the Shipment personally and physically, including the preservation of the transport packaging.
- 8.5. If the Authorized Person fails to meet the obligations stated in Articles 8 and 9 of the Conditions, it shall be deemed that the damage to the Shipment for which Zásilkovna is liable has not occurred.
- 8.6. In order to claim compensation for damage, the Authorized person is obliged to enclose in particular, the following documents in no later than fourteen (14) calendar days from claiming the compensation for damages of the Shipment, otherwise their claim may no longer be taken into account and shall not be considered timely and properly exercised:
 - i. Photo documentation of Shipments with partial loss or damage; the photo documentation must also include photographs of the packaging as well as the contents of the Shipment so that it is possible to assess whether the damage to the Shipment is causally related to the damage to the packaging;
 - ii The certificate of the acquisition price of the Shipment (its contents) or a sworn statement of the value of the Shipment (if the Specified Value service was not used);
 - iii. The expert assessment of the service center, repair shop or any other person who has performed repairs to the Shipment, if the Shipment has been repaired after the event of damage, or if the circumstances of such event required so;
 - iv. in case of a lost Shipment, Sender is obliged to prove his/her claim with a sworn statement from the Shipment Recipient, in which the Recipient shall confirm with his/her signature that the relevant Shipment was not delivered to him/her. The sworn statement must contain particularly information about the Recipient of the Shipment (name, surname) and the number of the Shipment that was not delivered.
- 8.7. Zásilkovna must assess the claim for compensation no later than thirty (30) days from the date on which the claim has been made. This period is extended by the period equivalent to that for which the Authorized Person has not provided all required materials stated in Article 9.2 of the Conditions to Zásilkovna. In the event that the complaint is not settled within the aforementioned period, the Authorized Person may withdraw from the contract or demand a reasonable discount.
- 8.8. If a lost Shipment, or its part, is found, then the right of the Sender to claim damages regarding the Shipment is considered to be reimbursed at the moment when the Sender or the Recipient acquire the opportunity to dispose of the Shipment. If the Shipment was found by the Sender or the Recipient, the Sender is obliged to inform Zásilkovna of this fact immediately and if the

Sender has been compensated for the damage, the Sender is obliged to return this paid amount to Zásilkovna

- 8.9. Zásilkovna shall compensate the Authorized Person for damage no later than 30 days from the recognition of liability for damage to the Shipment, based on an affidavit issued by the Authorized Person regarding the value of the Shipment.

9. Extrajudicial Settlement of Consumer Disputes

If a dispute arises between Zásilkovna and the consumer which cannot be resolved by the mutual agreement of both parties, the consumer may apply for an extrajudicial settlement of such a dispute to the designated authority for the extrajudicial settlement of consumer disputes, according to the type of concluded contract (see Article 1.14 of the Conditions).

For disputes concerning postal services (delivery of Shipments to the Delivery Place in the Czech Republic) provided by Zásilkovna on the basis of Certificate No. 20, the designated authority is the Czech Telecommunication Office, Sokolovská 219, 190 00 Prague 9, website: www.ctu.cz/ochrana-spotrebitele

For all other cases, the designated authority is the Czech Trade Inspection Authority, General Inspectorate - ADR Department, Štěpánská 15, 120 00 Prague 2, E-mail: adr@coi.cz, website: www.adr.coi.cz.

10. Final Provisions

- 10.1 The contracting parties explicitly agree that all legal relations between them shall be governed by the laws of the Czech Republic.
- 10.2 If any provision of the Conditions or any part thereof is held to be invalid for any reason whatsoever, it shall be deemed omitted. This does not affect the validity of the remaining parts of the Conditions.
- 10.3 These Conditions, including all attachments, are made available to the Sender in the Zásilkovna's Mobile App and as well on the www.zasilkovna.cz website. The Conditions valid on the day of entering the electronic data of the Shipment into the Zásilkovna's Mobile App are binding.
- 10.4 These Conditions are an integral part of every forwarding contract or postal contract concluded by Zásilkovna. These Conditions meet the requirements of postal conditions according to Act No. 29/2000 Coll., on postal services, as amended.
- 10.5 Legal relationships not governed by these Conditions are governed by Act No. 29/2000 Coll., on postal services, as amended and by the Civil Code (Act no. 89/2012 Coll.), as amended.