

General Terms and Conditions Pertaining to Parcel Forwarding and Management General Logistics Systems Czech Republic, s.r.o. for Entrepreneurs

Průmyslová 5619/1

CZ-58601 Jihlava

Hereinafter referred to as: **GLS**

These **General Terms and Conditions** are based on section 1751 et seq. of Act No. 89/2012 Coll., Civil Code, and they complement the legal regulations specified in the provisions of section 2471 et seq. of the above Act and are inseparable part of the **Parcel Forwarding Contract**, under which **GLS** undertakes to ensure forwarding of parcels and the **Principal** undertakes to pay the contracted reward – the price of the parcel-forwarding service. The **General Terms and Conditions** regulate in a binding way the relations established between **GLS** and the **Principal** on ensuring forwarding of parcels.

The **Principal** declares that it acquainted with the content of the **General Terms and Conditions** prior to the conclusion of the **Parcel Forwarding Contract** and that it agrees with them and accepts them without reserve. By agreement of the Parties, it is possible to derogate from any provisions of the **General Terms and Conditions**.

These **General Terms and Conditions** shall be adequately applied also to the basic Contracts of Carriage concluded before the effect of the **General Terms and Conditions** provided that

- a) such contracts are concluded pursuant to the provision of Section 2471 et seq. of Act. No. 89/2012 Coll., Civil Code;
- b) should these **General Terms and Conditions** mention the Forwarder, this shall be understood as a forwarding agent;
- c) should these **General Terms and Conditions** mention the **Principal**, this shall be understood as a purchaser of shipment;
- d) should these **General Terms and Conditions** mention the **Parcel Forwarding Contract**, this shall be understood as a contract of carriage.

1. Introduction, concepts definition

- 1.1 **GLS** provides integrated domestic and export parcel forwarding and express forwarding services to business entities, institutions and corporations. These **Principals** generally act as legal persons, or natural persons undertaking pursuant to the Trades Licensing Act and conclude the framework **Parcel Forwarding Contracts** with **GLS** in respect of the use of such services, and pay remuneration for the service periodically, paying of such is settled retrospectively, based on the volume of services provided.
- 1.2 **GLS** shall be entitled to refuse the conclusion of the **Parcel Forwarding Contract** or to suspend the performance thereto for whatever reason, even without giving any reason.
- 1.3 **GLS** only forwards carriage-paid-to parcels, i.e. the **Principal** in all cases pay remuneration for the provision of forwarding services.
- 1.4 These **General Terms and Conditions** define the rights and duties undertaken by **GLS** and the **Principal** in order that **GLS** may perform forwarding of parcels at an appropriate standard of quality.
- 1.5 **GLS** in all cases provides delivery from the **Principal** directly to the **Consignee** (door-to-door) and operates communication devices and an organizational apparatus enabling **Principals** to obtain answers to all inquiries they may have in relation to parcel delivery, either by phone, via email or via the internet.
- 1.6 Although the **GLS** product partly comprises an intermediated service (based on a subcontractor performance), the **GLS** technology ensures that parcels can be tracked and traced throughout the entire process.
- 1.7 Definition of terms used in the **General Terms and Conditions**:

Forwarder - trading company General Logistics Systems Czech Republic, s.r.o. Company registration Number 26087961, with its registered office at Průmyslová 5619/1, 586 01 Jihlava, registered in the Commercial Register kept by the Regional Court in Brno, Part C, Insert 66184 (hereinafter referred to as **GLS** only).

Principal - a natural or legal person acting as an entrepreneur which has concluded a **Forwarding Contract** with **GLS** or another contract related to shipment of goods, also by registering and setting up a User Account in the Application www.e-balik.cz as a natural or legal person acting as an entrepreneur.

Consignor - an entity designated on the consignment as the "**Consignor**".

Consignee - an entity, designated on the consignment as the "**Consignee**", which is to accept the consignment.

Consignment (Parcel) - a thing accepted by **GLS** for the provision of a service under the **Forwarding Contract** or another contract related to shipment of things concluded between the **Principal** and **GLS**, supplied with a **GLS** parcel label.

Export Parcel - a thing accepted by **GLS** for the provision of a service under the **Forwarding Contract** or another contract related to shipment of things concluded between the **Principal** and **GLS**, supplied with the **GLS** parcel label, where the address of the place of delivery is outside the Czech Republic.

Parcel Label - a label containing a **GLS** bar code and placed on the upper and the biggest side of the parcel that is used to identify the **Consignor**, **Consignee**, and address to deliver the parcel to.

Parcel Forwarding Contract - a contract concluded between **GLS** and the **Principal** in writing or in another form based on the provisions of Section 2471 et seq. of Act No. 89/2012 Coll., Civil Code. Alternatively, by registering and setting up a User Account in the Application www.e-balik.cz.

IOD - information on delivery of the consignment provided in electronically or verbally.

POD - written confirmation of consignment delivery.

Rollkarte - a list used by **GLS**, issued according to numbers of consignments in which the

Consignee confirms receiving the consignment.

Scanner - an electronic device used to record data during shipment of parcels, including the **Consignee's** electronic confirmation of the consignment delivery.

GLS Network - members of the **GLS** General Logistics Systems at a specific time.

Dispensing Place - the external partner point identified as a **GLS ParcelShop** or technical device where consignments are dispensed upon the proof of authorization to pick it up.

Offer - a **GLS** proposal specifying all price terms and conditions, including the amount of the remuneration and the price of each forwarding service. By concluding the **Forwarding Contract** (see 3.1) the **Principal** accepts the Offer and agrees to pay for the provision for forwarding services.

Parcel dispatch system - **GLS** software, application or online **GLS** portal used for generating a unique parcel code, printing a parcel label and transferring the required data from the **Principal** to **GLS**.

Own parcel dispatch system - a system used for generating a parcel label and transferring the required data not established and supplied by **GLS**.

Own parcel label - it is a parcel label which is generated by the **Principal's** own system and by own resources on the part of the **Principal**, or the **Consignor**. The label shall meet the requirements for the right shape, locating of obligatory information and a correct format of the bar code.

1.8 **GLS** operates a Customer Service for the **Principals** at its headquarters, which is open from 7 a.m. to 6 p.m. on business days and provides information, upon parcel reference numbers, on parcel delivery (IOD), sends proof of delivery (POD) to the **Principal** upon request, and handles any complaints related to consignment delivery.

1.9 **GLS** also operates an independent Customer Service for the **Consignees** open from 7 a.m. 6 p.m. A **Consignee** which calls the number +420 840 123 456 or +420 567 771 111 is supplied information on their parcel upon the parcel reference number.

The Customer Service contacts:

Phone: +420 567 771 111

Fax: +420 567 771 199

Email: info@glS-czech.com

1.10 Information on the delivery status of consignments is also available at the **GLS** website www.gls-czech.cz in the main menu, no earlier than the subsequent business day following its receiving, after entering the parcel reference number.

2. Inquiries, complaints management

The **Principal** or its representative may make enquiries at the Customer Service upon the parcel number and may request the parcel information specified herein: information on delivery (IOD), as well as a delivery certificate (proof of delivery, POD). The parcel information (IOD) of parcels dispatched within the recent 3 months is provided immediately, and the delivery certificate (POD) of consignments dispatched within the recent 3 months is sent within 4 hours. The parcel information is, then, kept to be available for another year minimum; however making it available extends to 3 business days.

2.1 All complaints regarding loss or damage of parcels received by the Customer Service Dpt shall be passed for investigation and handling to the Complaints Department of **GLS**. Complaints shall be made in writing.

2.2 In the case of a complaint, the Customer Service Dpt receives it, ensures its investigation and undertaking relevant corrective measures, and informs the complainant accordingly upon.

2.3 The Customer Service and Complaints Departments settle all the claims and complaints in writing within the shortest possible time, but not later than within 30 days from the date the complaint is made.

2.4 The complaints are registered and the causes of the errors, if any, are eliminated in accordance with the stipulations of the ISO 9001 quality management system.

3. Purpose and geographical validity of the GLS General Terms and Conditions

3.1 **GLS** provides the parcel-forwarding service solely upon a valid and effective **Parcel Forwarding Contract**. The contract may be concluded in a usual form - in writing, electronically in the www.e-balik.cz Application, or alternatively also orally or implicitly after receiving the Offer and in accordance with the content of the Offer. However, in all cases the prerequisite for the contract validity is that the **Principal** owns a required number of parcel tickets, issued by **GLS** for shipping the consignments, or the **Principal** prints the parcel labels and forwarding information on their own in accordance with the **GLS** system regulations, and uses these labels whenever consignments are dispatched.

3.2 These **General Terms and Conditions** shall be valid for all the activities of **GLS**, including primarily for undertaking of integrated parcel-forwarding tasks, collection, loading, unloading, handling and reloading of consignments, temporary storage of consignments in the case of failed delivery as well as for administration of export parcel forwarding within countries belonging to the **GLS** Network.

3.3 These **General Terms and Conditions** shall apply exclusively to transport-related tasks covered by contracts concluded with **GLS**, and therefore they shall not apply to import shipment of consignments in the case the **Principal** concludes a contract with another member of the **GLS** Network in accordance with the General Contractual Conditions of the foreign partner.

3.4 The products and services provided by **GLS**:

- a) a domestic integrated parcel delivery service, delivery usually on the day following the collection, provision of information regarding the transit time,
- b) integrated export parcel delivery to EU member states and to Norway and Switzerland, in collaboration with the **GLS** Network,
- c) import of parcels sent by members of the **GLS** Network to the Czech Republic from the above-mentioned countries, customs clearance of the parcels in accordance with the **Consignee's** instructions, and parcel delivery.

3.4.1 Domestic integrated parcel forwarding:

In accordance with the request of the **Consignor**, **GLS** performs parcel pick-up at the location specified by the **Principal** and parcel delivery keeping them constantly under surveillance from pick-up to final delivery. The **Consignor** can also keep track of the parcel as well as any information related to the parcel, and the proof of delivery is retrievable at any time (within a delimited period). In the event of an address change, **GLS** also undertakes to clarify the address and to deliver the consignment to the new address. The service also includes the second delivery attempt following the first unsuccessful one, and – in the event of an address change – the delivery of the parcel to the new address, or, at the **Consignee's** instruction, to the original address at a different time.

BusinessParcel:

A fast and efficient door-to-door consignment delivery service. Within the Czech Republic, **GLS** delivers the parcels collected at any town or village during business hours (between 8 a.m. and 5 p.m.) on the business day after the pick-up day. The second delivery attempt is free of charge.

ExpressParcel:

Delivery of urgent consignments within the required deadline, no later than by 12:00 on the next business day after pick-up. Only available in certain towns; a list of these towns is available on the **GLS** website.

In the event of a delay due to reasons attributable to the service provider, the transport charge and twice the surcharge charged for the service shall be credited to the **Principal** as fixed-amount compensation.

BusinessSmallParcel and ExpressSmallParcel:

Special handling for parcels under 3 kg: separate sorting, carriage in special **GLS** bags, simple procedure for designating consignments as "small parcels" using a **GLS** template.

3.4.2 Export Consignment Shipment (international integrated consignment forwarding service):

Consignments are delivered by foreign contracted partners to **GLS**. **GLS**, however, ensures that a consignment remains under the surveillance of **GLS** from its collection to delivery; and that the information related to parcels as well as the related proof of delivery can be retrieved at any time by the customer (within a delimited period). The transit time of export parcels (excluding customs clearance, it is the time from pick-up until the parcel arrives at the depot of the target country to have customs clearance performed) varies according to the target destination, from 1 to 5 working days following pick-up. The time required for customs clearance varies according to the local regulations, and the related charges are borne by the **Principal** or the **Consignee**. If in the case of Export Parcel Forwarding the **Principal** or the **Consignee** fail to meet payment obligations, **GLS** shall not have the obligation to deliver the parcel directly to the **Consignee** and **GLS** shall have the right to charge the costs emerged provably in connection with customs clearance to the **Principal**. In the event of an address change, **GLS** undertakes to clarify the address and to perform delivery to it. The service includes the second delivery attempt in case of unsuccessful first delivery.

EuroBusinessParcel and EuroBusinessSmallParcel:

Reliable, quick and efficient road consignment forwarding from the **Consignor** directly to the **Consignee** (door-to-door) with convenient delivery times in 41 European countries.

3.4.3 Value-added services available to domestic **Principals** for special prices: (These services may only be ordered through **GLS** Parcel Dispatch System.)

Guaranteed24Service:

Guaranteed next-day delivery – with this service **GLS** undertakes to ensure consignment delivery within the Czech Republic on the working day following pick-up, with guarantee of compensation in case of failure to meet this deadline due to **GLS** fault.

Pick&ReturnService:

Pick-up and return – **GLS**, on the instructions of its contracted partner, collects the parcel at a specified location and delivers it to the **Principal** anywhere in the Czech Republic. The **Consignor** is responsible for parcel labelling at the loading location.

Pick&ShipService:

Pick-up and shipping – **GLS**, on the instructions of its contractual partner, collects the parcel at a specified location and delivers it to any specified address in the Czech Republic. The **Consignor** is responsible for parcel labelling at the loading location.

CashService:

Cash-on-delivery – The settlement and bank-transfer of the cash taken upon delivery to the bank account of the **Principal** performs automatically at least once a week; the surcharge for the service includes the cost of the bank transfer in the particular country. A service fee is also charged in the event of an unsuccessful attempt to deliver the parcel. In the case of an export parcel, with the exception of Slovakia, the **Principal** must have a current account in the domestic currency

(a EUR account kept in Slovenia, a HUF account kept in Hungary, a RON account kept in Romania and a HRK account in Croatia) in order to be allowed to use the service in these respective countries.

ExchangeService:

Parcel exchange – **GLS** picks up an exchange parcel upon the delivery of parcels for which the service has been ordered.

FlexDeliveryService:

Flexible delivery – the service offers 5 optional solutions and 3 delivery attempts for flexible delivery and at the same time it ensures continuous information to the **Principal** via e-mail. The first message contains the information that the consignment will be delivered on the following business day, information on the **Consignor** and/or the COD amount to be collected. The second message sent on the delivery day contains an anticipated delivery time interval, the contact **GLS** phone number. The

Addressee themselves may decide about the second and third attempt to deliver via an internet application.

AddresseeOnlyService:

Confidential consignments – When ordering this service, the **Consignor** can specify a person to receive the parcel. Delivery of the parcel takes place upon presentation of the identity card or the passport. The number of the identity card or the passport is indicated on the Rollkarte form.

DeclaredValueInsuranceService:

Declared-value insurance which may be arranged on a one-off basis for individual parcels. The service may be ordered by filling a request form up via Customer Service, or on-line via the **GLS** Parcel Dispatch System (on-line only up to CZK 100,000).

AddOnInsuranceService:

In addition to the automatically provided insurance coverage, additional flat-fee insurance can be ordered for all types of parcels. The price for the additional insurance is subject to individual agreement.

ThinkGreenService:

This is a service of CO₂ neutral transport. By ordering this service, the **Consignor** contributes to projects of greenery planting that compensates CO₂ emissions caused by the shipment of the given consignment.

ShopDeliveryService:

Consignment delivery for personal collection directly to the **GLS ParcelShop** selected already when ordering of the transport.

ShopReturnService:

Possibility of goods returning free of charge to the **Consignor** via any **GLS ParcelShop** upon a pre-printed parcel label.

GuaranteedHomeDeliveryService:

Comfortable delivery exclusively to a chosen address of the **Consignee** in the Czech Republic with guaranteed compensation in case of service failure resulting from **GLS** fault.

4. Consignments, labels, packaging, addressing, sealing

- 4.1 Careful and adequate packaging of goods ensures that the dispatched consignment is capable of mechanical consignment handling, loading and efficient public-road transportation, enabling the goods to be delivered to the respective address without damage. **GLS** only assumes responsibility for properly packaged consignments equipped with a proper parcel label.
- 4.2 In the **GLS** system, consignments are processed by means of industrial technology. Consignments which may not be processed by means of the usual technology used in parcel forwarding may not be accepted for shipment.
- 4.3 For packaging, the **Principal** shall be obliged to meet the following requirements:
 - a) Only properly sealed consignments with a parcel label are allowed to be shipped.
 - b) Parcels are not allowed to have long, sharp protrusions.
 - c) Box space must be utilized optimally; the appropriate size and quality of the packaging material and filling out the entire package to protect the goods from damage must be assured. The inner filling of sufficient thickness must protect the goods around the whole circumference. The goods are never allowed to be in direct touch with the shipping cardboard box.
 - d) Fragile goods must be packaged in Styrofoam or another padding material; the "fragile", "this side up", or similar inscription only serves as information and does not guarantee protection of the goods.
 - e) Electronic devices sent for repair should be shipped in their original, complete packaging, with appropriate padding.
 - f) Bottles and jars placed in consignments must be packed in the package certified for the parcel transport. Irregular-shaped goods difficult to package must be protected from damage with shrink-wrapping under which another layer of packaging material shall be used.
 - g) Cardboard boxes must be sealed on the sides with adhesive tape with the **Consignor's** company logo displayed, if possible.
 - h) Boxes tied together in a bundle shall be excluded from the transport. Bundles may disintegrate and only the parcel unit identified with a label will arrive at the destination point.
 - i) The parcel label, transparent self-adhesive packaging containing a consignment note, and labels denoting special services must be attached to the largest side of the consignment.
 - j) If multiple consignment is dispatched to the same address, labels indicating the use of special services must be attached to each of the parcels.
 - k) If the CashService (cash on delivery) is ordered, the total amount to be collected must be sent electronically and in the manner specified by **GLS** before the commencement of shipment (no later than by the arrival of the **GLS** driver) in a

manner determined by **GLS**. If CashService (cash on delivery) is not ordered by the **Principal** in the above specified way, or if it is not ordered in compliance with the concluded **Forwarding Contract**, these **General Terms and Conditions** or other **GLS** instructions, particularly if contrary to the **GLS Offer** it is ordered to a country where **GLS** Czech Republic does not provide this service, it will not be considered. Using a standard **GLS** label, this service information must be provided on the parcel itself. The standard **GLS** label shall always indicate the amount to be collected which must correspond to the value of each part of the consignment. In the case of an incorrect or unclear order, **GLS** will try to contact the **Principal** to clarify the data.

- 4.4 I) Hazardous goods are not allowed to be shipped even if they are labelled as such. **GLS** considers important to prevent damage and therefore it offers free advice to its **Principals** through its web pages or Customer Service on how to proceed in packaging. A "Fragile" label or other similar signs shall in no way exempt the **Consignor** from the obligation to package the goods appropriately according to their nature. Such label does not protect the goods!

5. Collection of parcels

- 5.1 Consignments are collected exclusively from the **Principal's** premises registered in the **GLS** system. The **Principals** are allowed – based on a separate written consent of **GLS** – also to ship their parcels provided with parcel and transport labels at the **GLS** parcel hub, sorting plant, regional depot or **GLS ParcelShop**. The receipt of these consignments is carried out at prearranged times and the **Principal** is obliged to unload the consignments on a belt conveyor or other designated place.
- 5.2 A request for another collection point shall be submitted by the **Principal** in writing to **GLS** for approval.
- 5.3 When picking up the consignments for shipment, the **GLS** driver does not check the adequacy of parcels, but he/she may refuse to accept those consignments that are clearly inadequate. The pickup of the consignment does not constitute approval of any exception to the valid provisions of these **General Terms and Conditions**.
- 5.4 Consignments for shipment are accepted either by the respective driver or a parcel depot employee against an Acknowledgement of Receipt which serves only to confirm the quantity of parcels accepted for transport. The itemised registration and weighing of consignments takes place, in accordance with the provisions of the contract, at a **GLS** Depot or at the central **GLS** parcel sorting centre.
- 5.5 The **Principal** may use the following options for the documentation of shipped parcels:
- Electronically generated list of the consignments from the **GLS** Parcel Dispatch System,
 - Copy of the shipment label,
 - Mini sticker with the parcel number (self-adhesive, 2 copies detachable from the consignment note).
- 5.6 **GLS** undertakes to perform billing with the **Principal** based on the number of shipped parcels. In case of doubt, item-by-item reconciliations can exceptionally be carried out based on the **Principal's** parcel-number records. If agreed between the parties so in the Contract, **GLS** may also provide consignment data via the computer system.
- 5.7 If the **Principal**, without a prior consent of **GLS**, significantly exceeds the agreed or usually dispatched quantity, weight, or volume of dispatched parcels, **GLS** has the right to accept the above-limit consignments only after concluding an amendment to the **Forwarding Contract**.

6. Delivery

- 6.1 Upon delivery, the carefully packaged and legibly addressed consignment is handed over to the **Consignee** by the delivery driver. When the driver arrives at the destination to deliver the parcel, he may not be kept waiting; if he is kept waiting, the delivery process may be broken off.
- 6.2 Parcels are handed over upon signing the receipt by the **Consignee**, or by other persons who, under the given circumstances, can be assumed to be authorized to take delivery of the consignment. These include, primarily, the persons present in the premises of the **Consignee** and, for parcels sent to a private address, the persons present at the address. For registered parcels, the **Consignee** must provide a letter of authorisation. By giving his/her signature the **Consignee** confirms that the consignment has been delivered properly and it meets all prescribed requirements.
- 6.3 In the case of delivery of a registered parcel, i.e. "AddresseeOnlyService", the **Consignee** is the person designated by the **Consignor**. This person must provide documents to prove his/her identity. In this case, in addition to the **Consignee's** signature, the number and type of the document presented by the **Consignee** to prove their identity must also be indicated.
- 6.4 In the case of the CashService (if such has been ordered), delivery shall only take place after the cash on delivery amount due has been paid and the Addressee shall confirm the receipt of the consignment with their signature. The **Consignee** shall not open the parcel before performing these actions. The **Consignee** can pay the COD amount with a payment card or in cash. In case of the COD payment with a payment card, the **Principal** will be charged extra surcharge in accordance with the currently valid price list.
- 6.5 If required by the **Principal**, a standard consignment can be delivered via a passing point. Takeover is authorized by the identity card or by the unique password sent by **GLS** to the **Consignee** via e-mail or SMS. In such a case there will be no other delivery attempt to the original address.
- 6.6 During the process of sending consignments, **GLS** will consider as valid only such instructions it receives from the **Principal**.

7. Weight and size restrictions

- 7.1 The **Principal** may ship consignments weighing up to 40 kg per a consignment. The circumference of the consignment (i.e. 2x height + 2x width + 1x length) shall not exceed 3 m, and the maximum permitted consignment dimensions are: length 2 m, height 0.6 m, width 0.8 m. For a small business parcel (BusinessSmallParcels), the maximum parcel weight is 3 kg and the length is 40 cm. The parcel must be capable of passing through a triangular template for small consignments (approx. 5 x 30 cm).
- 7.2 Each parcel is weighed by **GLS** automatically, in accordance with the provisions of the contract, when the parcel arrives at the regional collection depot or the central sorting centre, using electronic calibrated scales. The measured weight is attached to the parcel number and automatically registered. The measured weight data serves as the basic data for the automatic invoicing process.
- 7.3 Within the **GLS** system, parcels exceeding the weight of 40 kg or the specified size limits shall not be shipped. **GLS** shall be entitled to send any consignments which cannot be forwarded due to the above reasons by means of another carrier that undertakes the shipment of such consignments, and to charge any related costs to the **Principal**. The **General Terms and Conditions** shall not apply to such consignments, and the declared delivery time shall not be valid in these cases.
- 7.4 Consignments delivered via a Dispensing Place can have the weight 10 kg max and dimensions: length 1 m, height 0.6 m, width 0.8 m.

8. Objects excluded from the scope of GLS services

- 8.1 The parcels or items listed below will not be transported by **GLS** (consignments or goods excluded from providing shipment):
- goods packaged inadequately and/or not in the standard forms of packaging customary in this industry, i.e. goods which are not packaged and protected in a manner corresponding namely to their weight, shape, character, material they are made of and to their nature,
 - consignments which are clearly overweight or oversized; if **GLS** accepts such a consignment for the provision of the shipment, it stipulates the right to charge a surcharge for an oversized consignment in addition to the price of freight forwarding services,
 - tied consignments, consignments shipped in wooden crates, consignments obviously damaged,
 - perishable goods, infectious or malodorous goods,
 - human or animal remains,
 - livestock and plants,
 - consignments in sacks, bags, or loose-packaged consignments,
 - cash, precious metals, genuine pearls, precious stones, jewelry, works of art, antiques, stamps and other valuables
 - objects and documents convertible for cash, services or goods, e.g. payment cards, token money, tickets, lots, lottery tickets, securities, including shares, cheques, bills of exchange
 - consignments containing personal identity documents and other IDs or documents, e.g. business documents, documents containing sensitive data etc. objects with sentimental value, unreplaceable objects as well as objects with low value whose loss or damage would however recall high harm,
 - temperature-controlled goods,
 - munitions, firearms, explosives and similar items, with the exception of consignments containing mechanical weapons for which the tightening force is less than 150 N, and therefore they do not fall under "category D" weapon under Act No. 119/2002 Coll., on firearms and ammunition, as amended),
 - consignments addressed to the **Consignee's** post-office box,
 - in the case of international consignments of goods subjected to consumption tax, for example alcoholic drinks and tobacco products,
 - movables listed in the ADR Convention (international transport of hazardous goods on public roads) or IATA Convention (air transport of hazardous goods) as hazardous goods. In case of any questions or concerns, please contact customer service to obtain the current text of these conventions,
 - vehicle tires motor vehicles (except motorbikes) and lorries without exception,
 - rims with and without tires,
 - car batteries,
 - pressure vessels,
 - liquid goods, in particular goods packed in buckets, cans, tins, glass containers, etc.,
 - goods the value of which exceeds CZK 100,000 or equivalent of EUR 5,000 in the case of export parcels; but if the shipment was ordered via the Application www.e-balik.cz, goods with the value of more than CZK 20,000, or the equivalent of EUR 800 in the case of export parcels.
 - goods or consignments the shipment of which is prohibited under all and any applicable laws (e.g. due to their content, intended **Consignee**, or the country to or from which they are to be sent). Applicable laws include all laws, sub-statutory legal norms or measures (such as ordinances, regulations or measures) which can be used to impose a sanction, any trade restrictions and economic sanctions against countries, persons or entities (e.g. embargoes) including measures established by the United Nations, the European Union and the Member States of the European Union.
- 8.2 If the **Principal**, or a person authorized by them, passes a parcel containing goods excluded from providing carriage to **GLS** for shipment without an expressed written consent by **GLS**, the **Forwarding Contract** is not concluded, and **GLS** bears no liability for any damage caused in relation to handing over and delivery of the parcel which is excluded from providing shipment. In such a case, the **Prin-**

- 8.3 **Principal** is obliged to pay to **GLS** all costs connected and all damage caused to **GLS**. **GLS** is not obliged to accept parcels which are excluded from providing shipment and has the right (not obligation) to reject these parcels. By accepting a consignment to carriage, **GLS** does not waive the right to refuse providing shipment if it later obtains reasonable suspicion that the parcel contains objects excluded from providing carriage under these **General Terms and Conditions**, or under legal regulations or terms and conditions of **GLS** contractual partners. In such a case, **GLS** shall be entitled, at the **Principal's** costs, after it has informed the **Principal**, either to deliver the Parcel to the **Consignee**, or return it to the **Principal**, or handle the Parcel in a different manner, including its disposal in the last resort case, based on concrete circumstances and suitability so that the occurrence of potential damage or risk is prevented, if possible. The **Principal** shall be informed about the manner of settlement. If **GLS** incurs additional costs, the **Principal** is obliged to pay them.
- 8.4 In the case of parcels with foreign destination, personal belongings, goods subjected to consumption tax, as well as goods accompanied by an ATA Carnet document are also refused from shipment.

9. Services

- 9.1 **GLS** provides services as a carrier agent, and for fulfilling freight-forwarding tasks it uses services of individual carriers whose activities it monitors and guaranteed throughout the entire process and the quality of which it guarantees. Activities performed by the above-mentioned carriers appear in the invoice as mediated services which, due to the nature of such services, are not stated independently.
- 9.2 **GLS** accepts consignments for shipment which are sealed and intact, without checking their content, and has them forwarded to **Addressees** as such, i.e. sealed and without their content being checked.
- 9.3 In the event of any visible damage to the consignment or the packaging, **GLS** allows the **Consignee** to check the content of the parcel upon delivery, and the result of such an inspection is recorded by the delivering driver in a report assembled together with the **Consignee**. A record on damage is no exercise of the claim for damage.
- 9.4 Scope, characteristics and conditions of the service:
- 9.4.1 Services compose of: acceptance of consignments handed over at a **GLS** Depot, in a parcel sorting centre or at the site designated by the **Principal**, collection and shipment of parcels to the **Consignee**, solely carriage paid to. **GLS** primarily executes the instructions of the **Principal**, and undertakes to ship the parcel, costs of which are borne by the **Principal**.
- 9.4.2 Parcels are released against a signature of the **Consignee** or of any other person who, depending on circumstances, could be considered as authorized to receive the consignment. These include, primarily, the persons present in the premises of the **Consignee** and, in the case of registered consignments, only the **Consignee** or those in possession of the appropriate letter of authorisation. In the case of delivery via a Dispensing Place, delivery is concluded after presenting of the identity card or by entering the specified password.
- 9.4.3 Consignments handed over to **GLS** at the pick-up point by 5 p.m. will be delivered within the Czech Republic on the next working day ("24-hour" does not refer to the precise transit time, but only means the next working day). The **Principal** may also send ExpressParcels (morning deliveries) to locations specified in the list provided by **GLS** (deliveries performed by 12 a.m. the next working day), under the terms of the contract. In the case of export consignments, the transit time is between 1 and 5 working days (indicative data only), which may be extended by the time required for customs clearance.
- 9.4.4 If the first delivery attempt is unsuccessful, the second delivery attempt is included in the service. If the first delivery attempt fails due to an incorrect address or other circumstances which can be corrected by the **Principal**, **GLS** will call upon the **Principal** to make the correction. If the second (third with the FlexDeliveryService) attempt is also unsuccessful, the consignment will be returned to the **Consignor**. Any undeliverable parcels are stored by **GLS** for up to 5 working days (or for up to 10 working days if the **Consignee** has indicated being on holiday), after which the parcels are returned to the **Consignor**, without any separate notification. If the **Consignee** refuses to accept the parcel, or if the **Principal** requires transport to be cancelled, the second delivery attempt is not performed, and the parcel is automatically returned to the **Consignor**.
- 9.4.5 Information on delivery (IOD) of shipped parcels shall be provided by **GLS** to the **Principal** from the morning of the working day following pick-up, either by phone or through the web-based Track&Trace system on the official **GLS** website. The **Principal** may request a written proof of delivery (POD) which is free of charge for up to 5 % of the average daily number of parcels consigned by the **Principal**. **GLS** is entitled to charge a reasonable document-completion fee if this is justified by the excessive demands for delivery-related certificates. The countersigned consignment note ("Rollkarte POD") or the acknowledged and signed electronic or scanned receipt replacing it shall qualify as appropriate proof of delivery.
- 9.4.6 CashService, that is the collection of cash on delivery, is provided in the event of the **Principal's** timely completed order sent via an electronic channel and confirmed by **GLS** or based on an order recorded in accordance with the provisions and sent by the specified deadline in the **GLS** Consignment Dispatch System, and only to the countries in which **GLS** Czech Republic Offers this service. Then **GLS** is fully responsible for the collection of cash on delivery (upon the proof of delivery or cash receipt). CashService cannot be added subsequently, be cancelled or the COD amount cannot be changed.

Any failure to collect the COD amount, however, shall not result in the creation of a debt on the part of **GLS** towards the **Principal**, and the **Consignee** shall continue to be liable for payment of this amount within the framework of the original legal relationship, and the usual insurance conditions shall not cover any uncollected COD amounts.

In the case of any uncollected COD amounts, the liability of **GLS** shall extend to the limit of the collection service fee. In addition to this, **GLS** shall be obliged to cooperate in the subsequent collection.

If collection of the COD amount fails due to reasons demonstrably attributable to the willful misconduct or negligent business conduct of **GLS**, a damage claim in this respect may be raised in accordance with the Civil Code.

The amount to be collected per one parcel may not exceed CZK 60,000 (sixty thousand CZK); however if the shipment was ordered via the Application www.e-balik.cz, the cash on delivery amount per consignment may be maximum CZK 20,000 via the Application www.e-balik.cz.

- 9.4.7 When ordering the CashService, the **Principal** acknowledges that **GLS** is an entity responsible only for collecting the amount and that **GLS** is not authorised to act on behalf of the **Principal** or to conclude any contract with the **Consignee** on behalf of the **Principal**. In addition, **GLS** points out that it is not a liable entity under Section 2 of Act No. 253/2008 Coll., on selected measures against legitimisation of proceeds of crime and financing of terrorism; which does not mean that the **Principal** is not this liable entity. The **Principal** is obliged to follow all the obligations stipulated by Act No. 253/2008 Coll.

10. Parcel forwarding fee, reimbursement of costs

- 10.1 **GLS** and the **Principal** shall, under the **Parcel Forwarding Contract** and any amendments thereto, agree upon the prices (the contract is also to be deemed concluded if the Offer has been accepted either verbally or in writing, or if consuming of the service has commenced). The prices are based on a volume weight assumption of 1m³ = min. 300 kg.
- 10.2 The payment of returned goods, redirected parcels and goods of unusual sizes from the **Principal** are settled in accordance with the currently valid price list.
- 10.3 In cases of parcels shipped to non-EU countries, **GLS** only undertakes to provide export parcel forwarding with DDU or DDP rules.
- 10.4 Special customs clearance orders are performed by **GLS** exclusively on the basis of a prior agreement!
- 10.5 In case of export parcels, the **Principal** is obliged to conclude duly an agreement upon bearing of costs with the **Consignee** on which costs shall be borne by which party. The **Principal** is obliged to submit the related order to **GLS** in compliance with such an agreement.
- 10.6 For shipment of export parcels, the **Principal** undertakes to acquaint themselves with applicable legislation of the destination country and is responsible for accuracy of the specified delivery rule. If, based on the given delivery rule, the foreign **Consignee** is obliged to pay customs fees, taxes, costs and expenses, and the **Consignee** fails to meet these requirements, the **GLS's** obligation to deliver the parcel directly to the **Consignee** ceases and the shipment is considered to be performed upon its delivery to the customs warehouse or a similar place according to the target destination. If **GLS** incurred any costs caused by the **Consignee** or due to breach of the **Principal's** obligations specified in this paragraph, the **Principal** is obliged to pay all such costs incurred to **GLS**, even if the parcel has not been delivered directly to the **Principal**.
- 10.7 The **Principal** acknowledges that even if the consignment is exempted from taxes and customs duty, this does not mean that there may not arise customs clearance fees or other costs and expenses in relation to customs proceedings or other similar proceedings. The **Principal** shall be obliged to pay all expenses to **GLS** which **GLS** as a forwarder had to pay for the foreign **Consignee** or the **Principal**.
- 10.8 In case that in connection with the CashService COD amount is paid via payment card, the **Principal** undertakes to pay additional costs for the executed cashless payment under the current price Offer, and this amount will be invoiced to the **Principal** together with the other services.
- 10.9 **GLS** has the right to react to the current price development of fuels and to charge fuel surcharge. The price shall also include so-called toll surcharge the amount of which is set upon the current toll rates in the given calendar year. The number of surcharges and the method of their calculation are part of the current Offer as of the day of its processing and they are available at www.GLS-czech.com. However, the fuel surcharge and toll surcharge amounts are updated every month according to the price development. In the event of any discrepancy between the data provided in the Offer and at www.GLS-czech.com, the information provided on the website shall apply unless the parties agree otherwise.
- 10.10 **GLS** has the right to modify the Offer unilaterally in the case of **Principal's** long-term deviation from the consignment parameters which gave the platform for the Offer calculation, or if it is justified by significant changes in the operating, overhead and other costs on the side of **GLS**. If the Offer is modified, **GLS** is obliged to notify the **Principal** of such modification at least ten calendar days prior to the entry of such modification into force. If the **Principal** notifies **GLS** in writing or via e-mail of their disagreement no later than one business day before the effective date of the proposed changes, or if the **Principal** orders parcel shipment after the effective date of the proposed changes, it is considered as the **Principal's** agreement with the proposed modifications or amendments.
- 10.11 **GLS** reserves the right to change the prices specified in the price list of the Application www.e-balik.cz and to make other necessary changes to the

Application. The **Principal** shall pay the Price before handing over the consignment for shipment via a payment gateway or via a prepaid credit. The details of the credit method of payment are set out in Section 21 of these Terms and Conditions.

- 10.12 If the **Principal** expresses their disagreement with the modification of the Offer, they are entitled to withdraw from the **Forwarding Contract**. If the **Principal** fails to do so, they are bound by the new Offer beginning on the first day of its effect.

11. Rights and obligations of the Parties

- 11.1 The **Principal** is obliged to package each consignment in compliance with industrial standards pertaining to parcel handling, to provide the consignment with adequately completed standard **GLS** parcel labels and documents. The address of the consignment – especially the **Consignee's** details – have to be complete.
- 11.2 The **Principal** is obliged to pass all the shipping data to **GLS** before the commencement of shipment in an electronic manner and in an approved format. In case of any missing data, **GLS** has the right to suspend shipment even without the prior notice and to return the consignment to the **Principal** or the **Consignor**.
- 11.3 **GLS** shall not be liable for any errors in filling-in labels or errors in the transmitted data.
- 11.4 **GLS** is not obliged to warn about any incompleteness or incorrectness of documents or data.
- 11.5 The **Principal** is not entitled to conclude on its own behalf the **Parcel Forwarding Contract** with **GLS** to the account or in favour of third parties without a written consent by **GLS**. Such a written consent shall contain especially the **Principal's** duty to inform third persons duly on the carriage terms and conditions and to adjust the related **Principal's** responsibility. In case this obligation is broken by the **Principal**, **GLS** is entitled to suspend the process of parcel delivery and to withdraw from all contracts concluded with the **Principal** immediately.
- 11.6 The **Principal** is not entitled to resell **GLS** transport services to third parties without the written consent of **GLS**.
- 11.7 The **Principal** is further liable to **GLS** and to every carrier authorised by **GLS** and their customers for all damage and injuries caused by the **Principal** failing to meet some of its obligations hereunder, in particular for damage caused by the consignment or its contents.
- 11.8 The **Principal** is obliged to pay the service charge by the defined deadline, by bank transfer to the bank account of **GLS**.
- 11.9 If the **Principal** consigns goods excluded from **GLS** services, see Article 8, or fails to meet its obligations set above, **GLS** may temporarily refuse to provide the service.
- 11.10 The **Principal** is liable for the misuse of the parcel label in the full scope. The **Principal** is obliged to:
- furnish each consignment with one valid parcel label; all old labels have to be removed;
 - use solely the allocated numerical series of the parcel labels and once these are used up, to apply for issuing of a new numerical series;
 - refrain from using numerical series other than the allocated one. It may not use the same numerical series repeatedly.
 - make sure that two different consignments are not equipped with an identical parcel number.
- 11.11 The **Principal** may not pass the parcel label to other persons. In case this happens, they shall be liable for the parcel label as if it has used it for the carriage of its own consignments.
- 11.12 If the **Principal** breaches the above stipulated obligations, **GLS** is entitled to block the numerical series allocated to the **Principal** for printing of the parcel labels and to charge a fee (contractual fine) CZK 500 for each individual breach.
- 11.13 **GLS** reserves the right to reject, suspend, cancel, postpone or return any consignments at any time if such a consignment could damage or delay other consignments in the opinion of **GLS**. The same holds also in case parcel shipment is not in compliance with legal regulations or any other provision of these **General Terms and Conditions**, or in case the **Principal** has a receivable overdue towards **GLS**. The fact that **GLS** takes over a consignment does not mean that such a parcel complies with valid legal regulations or with these **General Terms and Conditions**.

12. Right of disposal

- 12.1 The **Principal** may, in the absence of the **Consignee**, authorise **GLS** to deliver the consignment to a neighbour or another appropriate person, or to the mailbox or to the dispensing point. In the case of such – written or verbal – authorisations, the certificate of receipt (IOD, POD) will be prepared in a modified format.

13. Invoicing, payment

- 13.1 **GLS** performs the service exclusively on the basis of the payment of the price for forwarding services by the **Principal**; it does not ship unpaid consignments where the price for transport is to be paid by the **Consignee**. **GLS** acquires the right to be paid the price at the moment of handing over the consignment for shipment.
- 13.2 The invoice for the service is always prepared in arrears, in one or two invoicing cycles per month, as agreed.
- 13.3 **GLS** invoices the performance by a service type, in a single amount, on the platform of the consignment registration in the first (initial) **GLS** hub.
- 13.4 The credit period is 7 calendar days from the date of the invoice issue. Invoices are always settled by bank transfer. The **Principal** is obliged to settle the invoice

by bank transfer by the specified due date. In the event of delay with the payment of an invoice, the **Principal** is obliged from the first day of delay to pay interest on late payment amounting to 0.05 % daily of the amount due and expenses incurred in relation to the collection of the overdue receivables to **GLS**.

- 13.5 The **Principal** acknowledges that **GLS** has the right of lien with respect to the consignment under Section 2481, Civil Code, and in case of failure to pay the price for forwarding services, **GLS** is entitled to satisfaction of its receivable from the proceeds of the lien converted into cash pursuant to the provision of Section 1359 et. seq. of the Civil Code; the pledge can be sold via self-help sale. Self-help sale is performed via a notification by **GLS** to the **Principal** on the commencement of exercising the right of lien, and after 30 days from the notification, **GLS** has the right to sell the consignment.
- 13.6 **GLS** is further entitled to charge to the **Principal** a difference between any discounted price and the price according to the basic price list of **GLS** also retrospectively for the issued and due invoices. In the event of delay, the **Principal** is obliged to hand over to **GLS** all the allocated parcel labels and **GLS** is entitled to block up the numerical series allocated to the **Principal** for printing the parcel labels and it is also entitled at any time without any previous notice to suspend providing of service forwarding. **GLS** is further entitled unilaterally to offset its due receivables owed by the **Principal** the payment of which is delayed by the **Principal**, all CashService amounts collected upon delivering of consignments from the **Consignees**, which it is normally obliged to pay to the **Principal**. **GLS** is obliged to notify the **Principal** on the performance of the offset.
- 13.7 All invoicing shall be carried out electronically. In the event the **Principal** requires invoices in paper format, the forwarder may charge a fee for creation and delivery of the invoice in paper format.
- 13.8 If **GLS** (to the detriment of the **Principal**) invoiced its claim for paying the price for a service to the **Principal** incorrectly, the **Principal** is entitled to notify **GLS** of this fact in writing, specifying the particular incorrectness, within 30 days of invoice delivery (complaint against the invoice). If the **Principal** fails to do so, it is assumed that the invoice is error-free and **GLS** is entitled to the payment for the service charged in the invoice. If the invoice is incorrect, **GLS** shall bill correctly the price for a shipment service within thirty days of delivery of the incorrect invoice notification to the **Principal**.

14. Parcel Dispatch System

- 14.1 The data transmission between the **Principal** and **GLS**, services of ordering and printing of particular parcel labels are performed solely with applications provided by **GLS** if there is not any exception agreed in compliance with Article 14.5 of these Conditions. The applications are: **GLS** Connect, **GLS** Online, **GLS** API and **MyGLS** and the Application www.e-balik.cz.
- 14.2 The flawless operation of applications requires a reliable connection to the Internet on the side of the **Principal**.
- 14.3 Information on applications is available on the **GLS** website and in the documentation of the given application. The support is provided by the **GLS** customer service.
- 14.4 **GLS** is not reliable for any damage from misuse or incorrect setup of an application, incorrect printer setup, or damages caused by unprofessional intervention into configuration and source files of the application.
- 14.5 If the **Principal** or the **Consignor** is not able to use standard **GLS** systems for parcel dispatch, an exception may be awarded, and usage of an own software solution may be allowed based on signing the amendment to the **Forwarding Contract** in the form of the Agreement on using own system for printing labels.
- 14.6 In case the **Principal** does not draw the **Agreement on using own software**, they do not have the right to exercise complaints about any disaccord which emerged by incorrect data transmission or a wrong format of the parcel label.

15. Warranty

- 15.1 Guarantee of the transport time for national and international parcels shall not apply. These are usual transport times. Within the scope of CMR agreement, the warranty regulated in the CMR shall be applied.

16. Damage incidents

- 16.1 **GLS** provides compensation coverage (in line with the arranged parcel insurance) for the **Principal** in each parcel, in the event of provable damages attributable to **GLS**, i.e. damages resulting from negligent or unprofessional handling, including partial or total loss or destruction of the consignment. Damage is calculated in accordance with legal regulations, and its maximum height is only limited to a damage of the consignment, i.e. to the costs of its repair or repeated purchase of the damaged item, that is only to real direct damage (real damage is the value by which the value of the consignment is reduced as a consequence of the accident) and it shall not extend upon any subsequent damage (inter alia not to lost profit, income, profit, future business, sanction for delay, contractual penalties, fines, etc.). i.e. indirect damage and lost profit are not compensated. Liability for damage caused by Force Majeure is excluded.
- 16.2 Apparent breach or damage to the packaging may be contested no later than upon the consignment delivery. A record on damage on a **GLS** form shall be made immediately regarding the scope of damage or partial loss of the contents of the parcel.
- 16.3 In case of damage that is not apparent upon delivery, justified grounds for legitimate claims for compensation are established in the event that the written claim for compensation is submitted by **Principal** to **GLS** within 3 working days from delivery, or returned delivery, and if the damage is demonstrably due to reasons attributable to the service provider. In case of intact packaging of the

parcel, **GLS** shall not be liable for mechanic, electric or electronic damage of the content even if the internal packaging of the parcel was sufficient. The **Consignee**, or the **Principal**, is obliged to provide **GLS** with a sufficient opportunity to check the damaged parcel either personally or through an authorized person. The **Consignee**, or the **Principal**, may not handle this consignment until this time and it is also obliged to keep a packaging of the parcel intact. Provided the **Principal** fails to submit its claim within the above stipulated time period, if it does not provide the parcel to **GLS** for inspection, or if it tampers the consignment without authorisation, their claim to damages becomes invalid.

16.4 In other cases not listed in the previous paragraphs, grounds for compensation claim shall be established only in the event such a claim is submitted by the **Principal** to **GLS** in writing within 60 calendar days from the day the consignment was passed over for shipment.

16.5 The amount for shipping also contains basic insurance. The insurance amount covers the costs of repair or compensation to which a service fee may also be added, however, not exceeding CZK 20,000. However, if the **Principal** hands over a parcel for shipment in accordance with provision 8.1u) of the **General Terms and Conditions**, the value of the parcel exceeds CZK 20,000, the **Principal** is obliged to inform **GLS** on this fact in writing (via e-mail) and communicate the actual value of the consignment; in addition, it is obliged to ensure additional insurance for the parcel. If the **Principal** fails to do so, the parcel is considered as a parcel containing things (goods) excluded from shipment in accordance with the provisions of Article 8 of these **General Terms and Conditions**. However, if the shipment was ordered via the www.e-balik.cz Application, the basic insurance is included in the shipment price, only up to CZK 6,000. However, if the **Principal** submits a consignment via the www.e-balik.cz Application in accordance with clause 8.1u) of the **General Terms and Conditions**, the value of which exceeds CZK 6,000, they are obliged to inform **GLS** in writing (by e-mail) and communicate the actual value of the consignment and they are also obliged to ensure additional insurance of the consignment. If they fail to do so, it is a consignment containing goods excluded from transport in accordance with the provisions of Article 8 of these **General Terms and Conditions** of goods with the value of more than CZK 20,000, or the equivalent of EUR 800 in the case of export parcels.

16.6 The extent of **GLS** liability for damage is limited, in the case of loss, destruction or damage to the consignment while providing carriage or of a parcel taken over by the Forwarder for shipment or to deeds related to shipment or in any other case with the amount calculated under legal regulations, maximum but equal to the direct damage up to maximum CZK 20,000, shipment ordered via the www.e-balik.cz Application up to maximum CZK 6,000, per one loss occurrence or more cases of loss occurrence, however showing the same damage cause. In the case of additional insurance of the consignment, the maximum value of damage increases according to the amount of the additional insurance.

16.7 The **Principal** may take out insurance of the consignment for a higher value; the insurance can be taken only after paying an extra charge. Although such insurance policy is only concluded after payment of a surcharge and **GLS** consent certifying the extension of coverage. Mere stating the data of the consignment value (price) shall not be considered an order to take out insurance policy.

16.8 If **GLS** delivers a parcel with a delay, fails to collect money for CashService, fails to send back a confirmed consignment note, but it may prove the delivery of the parcel in its own system (IOD, POD) in a credible manner, this shall not be considered a loss occurrence. In such cases the claim of the **Principal** can only be enforced solely against the **Consignee**, and **GLS** shall only bear liability up to the limit of the service fee.

16.9 If there was a damage due to recapture or suspension of the consignment or other measures taken abroad under or based on a provision valid abroad, the damage compensation shall not belong to the **Principal**.

16.10 Without the consent of **GLS**, the **Principal** has no right to assign its insurance claims to any third party.

16.11 **GLS** shall not provide any insurance coverage for valuables which are already covered by other insurance policies. The **Principal** is entitled to arrange a supplementary insurance policy.

16.12 If **GLS** acknowledges any claim for the payment of damage compensation, it shall ensure that damages are paid within ten working days from the end of the claim procedure.

16.13 The procedures to be followed to handle insurance events are regulated by **GLS** in the Complaints Regulations that are published on **GLS** website www.GLS-czech.com.

16.14 In the event of a breach of obligations by **GLS**, there is no automatic right to a refund of the price for the services provided. This claim arises only in agreed cases or in the event that **GLS** deeds would result in unjust enrichment. In this case, **GLS** will return the entire price paid to the **Principal**.

17. Limitation clause

17.1 Any legal claims against **GLS** are subject to the statute of limitations after expiration of a one-year limit. The statute of limitation starts running on the day the entitled party learned or could have learned of its claim, however, no later than on the day of delivery.

18. Written form

18.1 In some cases, **GLS** reserves the right, in respect of certain issues, to conclude an agreement with terms different from these **General Terms and Conditions**. Extension and supplementary agreements, as well as any other agreements, shall only be valid if concluded in writing.

19. Severability / Jurisdiction

19.1 If any of the provisions of these **General Terms and Conditions** is or becomes invalid, this shall not affect the validity of the other provisions thereof. Such invalid provision shall be replaced with a provision that fulfils the business purposes of the original provision as closely as possible.

19.2 Any controversies, disputes, or claims arising from the contractual relation of **GLS** to the **Principal** shall be first settled amicably. Provided it is not possible to settle these disputes amicably, the contracting parties have agreed that in accordance with Section 89a of Act No. 99/1963 Coll., Code of Civil Procedure, as amended, the court of local jurisdiction in case of disputes arising under concluded contracts or the present **General Terms and Conditions** shall be the court competent according to the registered office of **GLS**.

19.3 In case of doubts, the issue of the **General Terms and Conditions** in the Czech language shall apply.

19.4 **GLS** reserves the right to amend the present **General Terms and Conditions**, or Offers, at any time, also without giving the **Principal** previous notice. If **GLS** makes such a change of the **General Terms and Conditions**, it makes the new version of the **General Terms and Conditions** on **GLS** website <https://GLS-group.com/CZ/en/terms> and Conditions. The change to the **General Terms and Conditions** of **GLS** will, then, be announced also via an information text in the invoice, or via e-mail. The **Principal** has the right to reject and is entitled to withdraw from the **Forwarding Contract**. If they fail to do so, they are bound by the new **General Terms and Conditions**.

19.5 In case there is an interpretative discrepancy between the General Terms and Condition and other applicable documents amending the contractual relationship between **GLS** and the **Principal**, the interpretation is ordered as follows: The **Forwarding Contract** including amendments, the **General Terms and Conditions**, other applicable documents.

19.6 **GLS** may limit or suspend the parcel forwarding service and not meet the conditions under the terms of these **General Terms and Conditions** if this is required due to an event of force majeure or a regulatory measure. **GLS** may, due to traffic limitations or bad meteorological conditions, either suspend the service in certain areas or depart from the generally applied delivery rules. In such a case, **GLS** shall inform the **Principal** about all these service limitations or suspensions. In these cases, the **Principal** shall not be entitled to raise any claims for damages mentioned in paragraph 16.

20. Data protection, obligation of confidentiality

20.1 The **Principal** understands that under the terms of Act No. 110/2019 Coll. on personal data processing, as amended (hereinafter referred to as "Act on Processing of Personal Data"), and under the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (GDPR) **GLS** processes, collects and maintains personal data of the **Principal** stated in contractual documents, or obtained from other relations connected with the mutual collaboration of the **Principal** and **GLS**, as well as other personal data necessary for the providing of forwarding services. Such personal data shall be processed and maintained by **GLS** in **GLS** customer database for the purpose of fulfilling the obligation implied by the **Forwarding Contract**, further for the purpose of the legitimate interests pursued by the Controller, and further for the information, administrative and registration purposes related to maintaining of legal obligations of **GLS**. When providing forwarding services, **GLS** is the Controller of personal data.

20.2 **GLS** processes personal data exclusively for the purpose of providing forwarding and shipping or additional services (services with value added) based on the agreed **Forwarding Contracts** in the scope in which they were provided to **GLS** based on the **Forwarding Contracts**, in particular within the following scope:

20.2.1 the name, surname, address for the purpose of parcel delivery or returning,

20.2.2 the telephone number for the purpose of notification and providing information on the delivery status,

20.2.3 the e-mail address for the purpose of notification and providing information on the delivery status, confirmation of contract conclusion and for marketing purpose when direct marketing with goods and services Offers of the **GLS** or newsletter may be sent to the provided e-mail, while the **Principal** has an option to reject this service in every business message sent,

20.2.4 the account number for the purpose of COD choosing and sending,

20.2.5 the IP address solely for the purpose of claims proceedings when a customer disagrees with a service order or for checking of unauthorized accesses,

20.2.6 Cookies for the purpose of website transparency improvement, for signing in/out for a web service, website attendance assessment,

20.2.7 the identification number of the **Principal** for the purpose of invoicing for the performed services and unambiguous identification of the company of the **Principal**.

20.3 Personal data processing is lawful when a contract is concluded between **GLS** and a person providing this personal data, and thus personal data processing is necessary to fulfil the contract, or further the necessity is based on the purposes of legitimate interests pursued by **GLS** or a third party (the **Principal**, the **Consignee**), e.g. on the purposes of litigations, complaints handling and marketing, and the necessity is further given by the compliance with legal obligations (e.g. tax and customs laws).

20.4 The **Principal** is allowed to pass exclusively the personal data which he/she controls as a Controller of the personal data. Providing personal data by the **Principal** is voluntary; nevertheless, if the personal data is not provided, **GLS** is not able to provide forwarding and shipping services.

- 20.5 The **Principal** undertakes to procure a legitimate purpose (e.g. the consent) for processing personal data as defined in the Personal Data Processing Act and in Article 6 Par. 1 GDPR in all persons participating in the business relation between **GLS** and the **Principal**, esp. in the **Consignor** and **Consignee**, so that **GLS** could duly comply with the obligations arising from the **Forwarding Contract** and from other applicable national and international legislation and from international penalty clauses (embargo), and the **Principal** further undertakes that if they transfer personal data of Recipients or any other participants to **GLS**, it will only be the data which is acquired and processed in compliance with GDPR; it is accurate, is in accordance with the given purpose and is limited to what is necessary in relation to the purposes for which it is processed so that **GLS** could employ it to provide required forwarding and shipping services in compliance with GDPR. In case of any infringement of duties listed in this paragraph, the **Principal** shall be liable for any damage caused to **GLS** and commits themselves to compensate all the damage caused to **GLS**.
- 20.6 **GLS** and the **Principal** undertake to meet their information obligations against all data subjects under the national legal regulations and especially under Article 12 and following of GDPR, which means that general information obligation as well as any prospective partial replies to requests or complaints by data subjects are provided by **GLS** as related to their provided services, or by the **Principal** as related to their provided services. **GLS** as well as the **Principal** are mutually obliged to provide all the possible collaboration when processing replies to requests and complains of data subjects.
- 20.7 **GLS** has the right to maintain the personal data for the time which **GLS** may need it for exercising any rights against third parties, or for the time which a third party, esp. the **Principal** or the **Consignee** may need to exercise their rights against **GLS**, or for the time which is declared normatively by the law (e.g. tax and customs legal regulations).
The principles of maintenance and processing of personal data as well as the rights and duties related, incl. the rights of data subjects and safeguards of security of personal data, are included in the document on data protection which is available on the website www.GLS-czech.com.
- 20.8 **GLS** undertakes to inform the **Principal** electronically on:
a) the process of parcel delivery in the form of a detailed parcel information description. The **Principal** announces that **GLS CZ** passes in this context personal data, esp. name, surname, delivery location, telephone number, the parcel **Consignee's** email address, and they ask **GLS** for supplementing this personal data with the information on the parcel (e.g. parcel number, date and time of parcel takeover and delivery, takeover person, weight, overview of activated services, price etc.) electronically for the purpose of checking the delivery process and checking that contractual duties are fulfilled (so called reports).
b) collected COD amounts in the form of a detailed description. The **Principal** announces that **GLS CZ** passes in this context personal data, esp. name, surname, delivery location, telephone number, the parcel **Consignee's** e-mail address, and they ask **GLS** for supplementing this personal data with the information on the COD amount (e.g. amount, date of COD collecting and parcel delivery, takeover person, weight, overview of activated services, price etc.) electronically for the purpose of checking the delivery process, including checking the COD amount collecting, and checking that contractual duties are fulfilled.
c) the detailed breakdown of provided services in the form of an electronic invoice appendix. The **Principal** announces that **GLS** passes in this context the parcel **Consignee's** personal data, esp. name, surname, delivery location, and they ask **GLS** for supplementing this personal data with the information on the parcel (e.g. parcel number, date and time of parcel takeover and delivery, takeover person, weight, overview of activated services, price etc.) electronically for the purpose of checking the delivery process and checking that contractual duties are fulfilled.
The **Principal** declares that they have the right to process personal data in the way defined in this paragraph, including the instructions towards **GLS**, and that this way of personal data processing complies with the respective legislative (e.g. GDPR).
- 20.9 The **Principal** is responsible for the consequences and damages resulting from any misuse of access permissions and passwords to **GLS** systems and interfaces. **GLS** establishes these accesses for persons authorised under the Contract, or for those authorized by the **Principal**. The **Principal** is obliged to take the necessary measures against their abuse.
- 20.10 **GLS** familiarise themselves with the contents of the forwarded parcels to the extent necessary, and only if necessary for performing of the service.
- 20.11 **GLS**:
a) may not open any packaged and sealed parcels – unless stated otherwise by the law, the Contract or the present **General Terms and Conditions**;
b) may examine any non-sealed parcels to the extent necessary for the purpose of ascertaining the data necessary for dispatch, sorting, forwarding and delivery;
c) may not disclose any data obtained during the performance of the service to third parties – except for the **Principal**, the **Consignor**, the **Consignee** (or other authorized recipients), and the authorized state authorities;
d) may not hand over the consignment – for the purpose of examining its content – to persons other than the **Principal**, the **Consignor**, the **Consignee** (or other authorized recipients), and the authorized state authorities;
e) may not provide any information about provided services to persons other than the **Principal**, the **Consignor**, the **Consignee** (or other authorized recipients) and the authorized state authorities.
- 20.12 **GLS** may open and seal a parcel if:
a) It cannot be delivered and at the same time it cannot be returned, or it is not to be returned under the contract;
b) there is a reasonable suspicion that it contains an item considered dangerous under the **General Terms and Conditions**, or an item whose transport is excluded;
c) it has been damaged;
d) there is a well-founded concern that the damage has occurred or might occur as a result of the service; or
e) it is necessary to comply with the obligations imposed on the Forwarder by a special legal regulation.
- 20.13 The parcel may be sold by **GLS** in order to recover the unpaid remuneration for the service of carriage agent.
- 20.14 **GLS** regulates the process of parcel opening, and records individual actions taken in a report. The fact that the parcel has been opened has to be indicated on the consignment, and, if possible, the **Consignor** must be notified accordingly, and has also to be given reasons for this act.
- 20.15 **GLS** is entitled to sell or to destroy the consignment that is not possible to be delivered or returned after 6 months from its takeover. If it is necessary for reasons of health, environment, or property protection, **GLS** is entitled to destroy the parcel even before the expiration of this period. **GLS** has the right to destroy the parcel in which the right of lien has not been executed successfully under Article 13.5 of the **General Terms and Conditions**, i.e. if **GLS** failed to sell the parcel or if there has not been anybody interested in buying the parcel within 3 years from the parcel was taken over for shipping.

21. Terms of using the credit system www.e-balik.cz

- 21.1. The **Principal** meeting the following conditions is referred to as the User for the purposes of the credit system. The user of the credit system is an entity that is registered in the Application and at the same time the condition that it is a business entity with a valid ID number must be met.
- 21.2. Credit means the sum of the User's funds within the Application provided by the User to **GLS** in order to pay the Price in the future of the provided shipping services.
- 21.3. The User's credit can be credited only in the Czech currency via one of the supported payment methods. The credit can be recharged in the amount of any amount of money ranging from CZK 500 to CZK 10,000, including VAT, even repeatedly. The maximum possible amount of the credit balance may amount to a maximum of CZK 15,000, including VAT. The User is not entitled to transfer the credit from his/her account to the account of another User.
- 21.4. **GLS** shall issue to the User electronically on his/her email confirmation of payment received and the number of credits credited to his/her account. **GLS** is entitled to deduct the value of rewards for ordered forwarding services from the credit.
- 21.5. After the end of the month, the user will receive a tax document – an invoice for the shipment services provided, indicating the number of shipped consignments and the total price after applying discounts to their e-mail with the possibility of downloading this tax document also in the Application.
- 21.6. In the event that the User's credit balance exceeds the specified limit of CZK 15,000, including VAT, **GLS** reserves the right to prevent further top-ups of the credit above this specified amount, and at the same time, if such an over-limit payment is made, **GLS** is entitled to return such payment to the account from which the User made the payment.
- 21.7. In the Application, the User has access in his/her user account to view the credit balance and to an overview of the transactions carried out. In the event of discrepancies, the User is entitled to claim the amount of the credit balance or the executed transaction at **GLS** immediately after finding the discrepancy, but not later than within three months from the completion of the claimed transaction. Upon expiry of this period, the entitlement shall lapse. The user is obliged to prove the facts claimed in the complaint.
- 21.8. The User has the right to ask **GLS** for a refund of funds provided to the credit system up to the current balance. As part of the request, the User shall indicate the amount he wants to refund and the reason for the refund. The funds will be returned to the bank account from which the credit was paid and, if this is not possible, to the account specified by the User. In case of any doubts on the part of **GLS**, **GLS** has the right to request the application in the form specified by it (e.g. written form, officially certified signature, etc.). **GLS** is entitled to charge a cancellation fee for the return of the credit in the amount of CZK 500.
- 21.9. **GLS** reserves the right to block the charging or drawing of credit on the User's account if there is a suspicion of unauthorized or unlawful manipulation of the account, access data or means of payment (e.g. payment by a stolen payment card) or in the event of a breach of the User's obligations.
- 21.10. The User agrees that **GLS** shall not be liable for any temporary malfunction or unavailability of the Application or domain <https://e-balik.cz> and shall not be liable for credit manipulation due to insufficient security of access data by the User.
- 21.11. The User agrees that in the event that the credit is not exhausted for a period of 2 years from the last change in the credit balance, the unused credit shall be forfeited to **GLS** and the User shall no longer be entitled to demand a refund of the credit.

These **General Terms and Conditions** are the amended version of the **General Terms and Conditions** issued on April 1, 2005, and are valid with effect from July 1, 2022. These **General Terms and Conditions** and the standard price list are published by **GLS** on the www.gls-czech.com website.

Further information regarding the use of the services – i.e. detailed description of the services, printed material, forms, guidelines – is provided to the **Principal** in paper form as a „User Manual“ and is also available on the website www.gls-czech.com.

Further information regarding the use of services – i.e. a detailed description of the services, printed materials, forms, guidelines – are provided by **GLS** to its **Principal** in a printed form in the “User Manual“ and are also available via the **GLS** website.