

General Terms and Conditions pertaining to parcel forwarding and processing of consignments to consumers via www.e-balik.cz of the company

General Logistics Systems Czech Republic s.r.o.,
Průmyslová 5619/1, CZ-58601 Jihlava
hereinafter referred to as: GLS

1 OPENING PROVISIONS

- 1.1 These General Terms and Conditions were established on the basis of Section 1751 et seq. of Act No. 89/2012 Coll., the Civil Code, and thus supplement the legal regulations specified in the provisions of §§ 2471 et seq. of the aforementioned Act and form an integral part of the Parcel Forwarding Contract, under which GLS undertakes to arrange consignment forwarding on the basis of payment of the agreed remuneration by the Principal. If the place of dispatch and the place of delivery are in the Czech Republic, the postal service is also provided, the provisions of Act No. 29/2000 Coll., on Postal Services (hereinafter referred to as AoPS) shall apply to the legal relationship and thus the forwarding postal contract (hereinafter referred to as the „Contract“) shall be concluded and these General Terms and Conditions shall apply to these relations.
- 1.2 The Principal declares that prior to the conclusion of the Contract, it became acquainted with the content of these General Terms and Conditions, that it agrees with them and accepts them without reservations.
- 1.3 For the purposes of these terms and conditions (the “General Terms and Conditions”), the forwarder is General Logistics Systems Czech Republic s.r.o., with its registered office at Průmyslová 5619/1, 586 01 Jihlava, Company ID: 260 87 961, registered in the Commercial Register maintained by the Regional Court in Brno, Section C, File 66184 (hereinafter the “Forwarder”). The Forwarder is an entrepreneur acting as part of its business or other business activities and provides forwarding and postal services arranged through the Forwarder’s application called „e-Balik“ available on the website www.e-balik.cz (the „Application“).
- 1.4 The Principal is a natural person acting in the position of a consumer (the „Principal“).
- 1.5 The wording of the General Terms and Conditions may be amended or supplemented by the Forwarder accordingly, and such changes shall be notified to the Principal at least thirty (30) days prior to the effect of such a change through the Application and by publication on the website www.gls-group.eu/EN/en/home/.

2 USER ACCOUNT

- 2.1 When registering and creating a User Account in the Application, the Principal is obliged to provide all data correctly and truthfully. The Principal shall update the data stated in the User Account in the event of any change. Access to the User Account is secured by a username and password. The Principal is obliged to maintain confidentiality regarding this access information and acknowledges that the Forwarder is not responsible for the breach of this obligation by the Principal. The Principal is not authorized to permit the use of a User Account by third parties.
- 2.2 The Principal is entitled to request the cancellation of the User Account from the Forwarder at any time and without giving any reason.
- 2.3 The Principal is obliged to inform the Forwarder immediately in the event of misuse of his User Account. In the event of misuse of the User Account or when using the Application in violation of the Contract, the Forwarder has the right to block the User Account for the necessary time. The Principal is obliged to compensate the Forwarder for the damage caused by the misuse of its User Account.

3 CONTRACT

- 3.1 The Contract is concluded in the Czech language.
- 3.2 The Principal shall execute the order using the form available in the Application. The Principal may place multiple orders in the Application at the same time.
- 3.3 In the order, the Principal shall provide the correct data at least to the following extent:
 - 3.3.1 identification and contact details of the Principal unless such data is filled in according to the Principal’s data from the User Account;
 - 3.3.2 information on the dimensions of the Consignment or its weight, which is decisive for the calculation of the price;
 - 3.3.3 data necessary to identify the Consignment;
 - 3.3.4 details of the consignee of the Consignment (the „Consignee“) at least to the extent of the name, surname, address and telephone number in the case of a natural person and the name, registered office, contact person and telephone number in the case of a legal person;
 - 3.3.5 data on the date and method of delivery of the Consignment for shipment and the method of transport and delivery of the Consignment;
 - 3.3.6 an instruction that the Forwarder, upon delivery of the Consignment from the Consignee, is to receive the money or perform another collection operation

before issuing the Consignment or a document enabling the Consignment to be handed to the Consignee, including the amount specified above („Cash on Delivery“);

- 3.3.7 confirmation that they agree with the General Terms and Conditions and the Privacy Policy and that they understand their content, including confirmation of being informed about the possibility of withdrawal from the contract and the request to start services before the expiry of the withdrawal period; („Order“).

4 ORDER

- 4.1 The order shall be valid only after completing all the required data in the Order Form available in the Application.
- 4.2 Prior to placing the Order, the Principal is allowed to check, correct or change the data entered in the Order.
- 4.3 The Forwarder shall acknowledge receipt of the Order to the Principal by e-mail to the address specified by the Principal in the Order without undue delay.
- 4.4 The Contract is concluded at the moment of delivery of the Order confirmation to the Principal. The contract is concluded with a condition precedent to full payment of the remuneration pursuant to Article 5.
- 4.5 The Principal agrees to use means of remote communication when concluding the Contract. The costs incurred by the Principal when using remote means of communication in connection with the conclusion of the Contract (e.g. on the Internet, telephone, etc.) are in the normal amount, depending on the tariff of the Principal’s telecommunications services. These costs are borne by the Principal.

5 PRICE OF FORWARDING SERVICES AND METHOD OF PAYMENT

- 5.1 The current prices for the delivery of the Consignment under the Contract (the „Price“) are listed in the price list available in the Application. During the implementation of the Order, the Application displays the total price, which is final, including VAT, all discounts, taxes and fees (in particular the insurance fee for the Consignment, fuel surcharge, tolls).
- 5.2 The Forwarder reserves the right to change the prices specified in the price list in the Application and make other necessary changes in the Application.
- 5.3 The Price does not include the costs associated with the packaging of the Consignment. These costs shall be borne in full by the Principal.
- 5.4 The Principal shall pay the Price before handing the Consignment over for transport through the payment gateway.
- 5.5 The tax document shall be issued by the Forwarder and sent in an electronic form to the e-mail specified in the Order without undue delay after payment of the price of the service.
- 5.6 In the event of withdrawal from the Contract or failure to complete the shipment of the Consignment for reasons for which the Forwarder is not responsible, the Forwarder is entitled to unilaterally offset their claim against the Principal incurred as a cost of returning the Consignment and/or a proportionate part of the costs of the Forwarder for the already performed fulfillment of the Order. The Forwarder shall inform the Principal about the performed offsetting without undue delay by e-mail to the address specified in the Order.

6 WITHDRAWAL FROM THE CONTRACT

- 6.1 The Principal declares that it requests (agrees) that the Forwarder commences the performance of their obligations within the period for withdrawal from the Contract. Unless this is the case, in which the Principal cannot withdraw from the Contract, the Principal, who is also a consumer, has the right to withdraw from the Contract within fourteen (14) days of its conclusion, even without giving a reason by notice to the Sender in any of the following ways:
 - 6.1.1 by sending a notice of withdrawal to the Forwarder via the postal service provider at Průmyslová 5619/1, 586 01 Jihlava, by e-mail at: e-balik@glsczech.com, or by fax at: +420 567 771 199; or
 - 6.1.2 by filling in and sending a sample withdrawal form available in the Application (www.e-balik.cz); the Forwarder shall confirm to the Principal without undue delay the receipt of such a form by e-mail to the Principal’s address specified in the Order.
- 6.2 In accordance with § 1837 para. 1 (a) of the Civil Code, the Principal may not withdraw from the Contract if the shipment of the Consignment has been fully completed with their prior expressed consent pursuant to Article 6.1

before the expiry of the period for withdrawal from the Contract. In the event that the Sender withdraws their prior express consent pursuant to Article 6.1, the Forwarder may commence the provision of the service only after the expiry of the withdrawal period.

- 6.3 If the Principal withdraws from the Contract before the Forwarder has started the performance, the Forwarder shall return the Principal without undue delay, no later than fourteen (14) days from the withdrawal from the Contract, the Consignment and the Price. The Principal shall bear the direct costs associated with the return of the Consignment by the usual postal route and the costs associated with the return of the Price. The returned Price will therefore be reduced by the amount corresponding to the direct costs associated with returning the Consignment and the Price to the Principal. The consignment will be returned to the Principal to the address specified in the Order unless another address is agreed for the return of the Consignment. Unless otherwise agreed, the Principal's Price shall be returned in the same manner as the payment of the Price.
- 6.4 If the Principal withdraws from the Contract after the Forwarder has commenced the performance at the express request of the Principal pursuant to Article 6.1 before the expiry of the withdrawal period, the Principal shall pay the Sender a pro rata part of the Price for the performance provided until the moment of withdrawal from the Contract. The provisions of Article 6.3 on the return of the Consignment and the Principal's Price shall apply mutatis mutandis.
- 6.5 The Forwarder may withdraw from the Contract by notifying the Principal by e-mail to the address specified in the Order for the following reasons:
- 6.5.1 in the event that, for reasons attributable to the Principal, the Consignment is not handed over to the courier of the Forwarder at the address specified by the Principal in the Order as part of two (2) attempts to collect the Consignment by the Forwarder; or
- 6.5.2 in the event that the Sender finds, upon the receipt of the Consignment or during the transport of the Consignment, that it is an object that is excluded from transport pursuant to Article 7.1.
- 6.6 The provisions of Article 6.3 on the return of the Consignment and the Price to the Principal shall apply mutatis mutandis in the event of withdrawal by the Forwarder.

7 ARTICLES EXCLUDED FROM TRANSPORT

- 7.1 The Forwarder shall not transport the following items, which cannot be the subject of the Contract:
- 7.1.1 items weighing more than 30 kg or exceeding 2 m in length, 60 cm in height, 80 cm in width and 3 m in overall circumferential length, and, in the case of ParcelShop applications, articles weighing more than 10 kg or exceeding 1 m in length;
- 7.1.2 items insufficiently packaged and/or unpackaged in accordance with the packaging customary in the sector, i.e. items which are not packaged and protected in a manner appropriate in particular to their weight, shape, nature, the material from which they are made and their nature and do not meet the conditions specified in Article 7.6 of these General Terms and Conditions;
- 7.1.3 tied consignments, consignments transported on wooden crates and in wooden crates, consignments obviously damaged;
- 7.1.4 perishable goods, objects likely to be a source of infection, medical supplies and stinking objects;
- 7.1.5 human and animal remains;
- 7.1.6 live animals and plants;
- 7.1.7 consignments in inappropriate packaging, in particular packed in sacks, bags and loose parcels;
- 7.1.8 things of high value, in particular financial cash, precious metals, genuine pearls, precious stones and jewels, as well as valuables, securities, payment cards, drawn lottery tickets, tickets, vouchers, etc.; as well as consignments containing personal documents and other types of cards or documents, e.g. business documents, documents with sensitive data, etc.;
- 7.1.9 works of art and objects of sentimental value, irreplaceable objects, as well as goods which are of low value in themselves, but the loss or damage of which is detrimental;
- 7.1.10 temperature-unstable objects requiring controlled temperature;
- 7.1.11 ammunition, firearms, explosives and similar items, with the exception of Consignments containing mechanical weapons, for which the tension force is less than 150 N, and thus these are not „category D“ weapons within the meaning of Act No. 119/2002 Coll., on firearms and ammunition, as amended);
- 7.1.12 narcotic drugs and psychotropic substances;
- 7.1.13 tyres; uncoated wheel discs, wheel pads;
- 7.1.14 pressure vessels and car batteries;
- 7.1.15 liquid goods, especially goods packed in buckets, cans, glass containers, etc.;
- 7.1.16 consignments addressed to P. O. Consignee's Box;
- 7.1.17 in the case of Export Consignments (i.e. Consignments intended for transport outside the Czech Republic) of excise goods, such as alcoholic beverages and tobacco products. In the case of Consignments abroad, the following shall also be excluded from carriage: personal property, tyres and goods accompanied by an international ATA Carnet document;
- 7.1.18 items listed as dangerous goods under the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR - promulgated under No. 64/1987 Coll.) and the International Air Transport Association (IATA);

- 7.1.19 items with a value of more than CZK 6,000 (or CZK 20,000 in the event that an additional service of increased liability for damage is agreed in the Contract);
- 7.1.20 items and consignments whose sending is prohibited by any applicable law (for example, due to their content, the intended Consignee or the country to which they are to be sent). Applicable law includes all laws, regulations or measures (e.g. decrees, regulations or measures) under which a sanction may be imposed, as well as any trade restrictions and economic sanctions against countries, persons or entities (e.g. announced embargos), including measures introduced by the United Nations, the European Union and the Member States of the European Union;
- 7.1.21 consignments destined outside the European Union or all destinations placed under a customs procedure;
- 7.1.22 consignments within the European Union destined for the following destinations: Andorra, Ceuta, Gibraltar, Greece, Livigno, Malta, Melilla, San Marino, Cyprus, the city of Büsingen am Hochrhein (postcode D-78266), the overseas territories and all European islands except Ireland (except Northern Ireland) and the islands belonging to Germany and Croatia;
- 7.1.23 in the case of consignments delivered abroad, goods accompanied by an international ATA Carnet document;
- 7.1.24 in the case of consignments carried by air, articles prohibited under Regulation (EC) No. 300/2008 of the European Parliament and of the Council (EC) on common rules in the field of civil aviation security from acts of unlawful interference and on repealing Regulation (EC) No 2320/2002, as amended, and legislation adopted for its implementation, i.e. in particular weapons, explosives or other dangerous devices, articles or substances that can be used to commit an unlawful act that threatens the safety of civil aviation.
- 7.2 The Principal is obliged to respect the above-listed exclusions of goods from transport and must carry out appropriate checks of the contents and packaging of the Consignment before handing them over to the Forwarder. The Forwarder accepts the Consignment exclusively in sealed packaging.
- 7.3 If the Principal hands over to the Forwarder for transport a Consignment containing items excluded from transport pursuant to Article 7.1 and 7.2 without a prior written consent of the Forwarder, the Principal shall be fully liable for damages and costs incurred by the Forwarder or third parties, including, but not limited to, the obligation to reimburse the costs of necessary measures to prevent the occurrence of damage or reduce the risk (e.g. securing an intermediate warehouse storage, return transport, disposal, cleaning, handing over to the carrier which is not subject to exclusion of the content of the consignment, etc.).
- 7.4 The Forwarder accepts consignments for shipment that are sealed and with intact packaging without checking their content. The Forwarder shall not inspect the consignments in order to determine whether they are in breach of the above prohibitions.
- 7.5 Consignments which are excluded from the procurement of shipment shall not be accepted by the Forwarder to secure the shipment and the Forwarder shall have the right (not the obligation) to refuse such consignments. By accepting the Consignment, the Forwarder does not waive the right to refuse to procure shipment of the Consignment if it later becomes reasonably suspected that the Consignment contains goods excluded from procuring shipment under these General Terms and Conditions. In such a case, the Forwarder is entitled, after informing the Principal, depending on circumstances or suitability to deliver the Consignment to the Consignee, or to return it to the Principal at the Principal's expense, or to handle the Consignment in any other way, including its disposal in the extreme case of necessity, in such a way as to prevent the occurrence of any damage or risks.
- 7.6 The Sender is obliged to comply with the following conditions when packing the Consignment:
- 7.6.1 only properly sealed and closed Consignments bearing an address label with no long or sharp outputs may be sent;
- 7.6.2 the space of the box must be optimally filled when it is necessary to ensure an adequate size and quality of the packaging material and fill the entire space of the box so that the goods are protected from damage and have a sufficient distance from the outer packaging;
- 7.6.3 fragile goods must be packed in polystyrene or other filler material; the inscription "fragile" or similar warning serves only as information and does not ensure the protection of the goods;
- 7.6.4 electronic devices sent for repair should be packed in their original and complete packaging with appropriate filling material;
- 7.6.5 bottles and jars placed in the consignment must be packed in certified packaging intended for parcel transport. Individual items placed in the Consignment must be further protected by protective layers placed not only between them but also above and below each of them;
- 7.6.6 goods with irregular shape, whose packaging is difficult, must be secured against damage - wrapping with shrink film and an additional layer of packaging material should be used underneath;
- 7.6.7 cardboard boxes must be taped to the sides with adhesive tape;
- 7.6.7 address labels and stickers indicating specific services must be affixed to one of the largest sides of the consignment.

8 ACCEPTANCE OF THE CONSIGNMENT FOR SHIPMENT

- 8.1 The Principal may order the handover of the Consignment for transport in the Application as follows:

- 8.1.1 collection of the Consignment by the courier of the Forwarder at the place specified by the Principal in the Order; or
- 8.1.2 handover of the Consignment for shipment at the appropriate ParcelShop of the Forwarder.
- 8.2 The Principal must properly pack the Consignment in appropriate packaging so as not to damage it. The Forwarder is not obliged to review the suitability of the package of the Consignment or implement measures to repair or improve it. Packaging must also ensure, beyond the protection of the Consignment itself against loss and damage, the protection of persons and means of transporting the Consignment. The packaging must also ensure that access to the contents of the Consignment is not possible without leaving clear traces on the outer packaging of the Consignment. Recommendations for packaging a Consignment are provided in the Application.
- 8.3 The Consignment must be provided with a shipping label. Other labels, stickers or instructions placed on the packaging of the Consignment will not be considered. The shipping label must be affixed to the correct Consignment and must be affixed to one of the largest sides of the Consignment packaging.
- 8.4 The Principal shall print the shipping label themselves using their own hardware and shall be responsible for its legibility, durability and sufficient fastening to the Consignment. The Principal is responsible for the fact that the Consignment data in the Order agrees with the data on the printed shipping label. Liability for printing errors is borne by the Principal.
- 8.5 If the Consignment is handed over to the Forwarder's courier, the Principal may order printing and delivery of the shipping label from the Forwarder. The shipping label is made according to the data provided by the Principal in the Order and handed over to the Principal at the time of collecting the Consignment for shipping. The Principal is responsible for the correct placement of the shipping label on the Consignment.
- 8.6 The shipping label can also be obtained on the basis of the pin generated by the Application at selected shipping points of the Forwarder. The obligation of the Principal to affix a legible and durable address label to the Consignment remains unaffected by this.
- 8.7 If the Principal fails to comply with their obligations to properly package the Consignment and affix the shipping label, the Forwarder is at their discretion entitled not to accept, load, store, secure or return the Consignment to the Principal without the obligation to compensate the Principal for damage; and the Principal is obliged to compensate the Forwarder for all costs associated with this.
- 8.8 In the case of shipping the Consignment to other European Union countries, the Principal is obliged to provide all necessary documentation for the VAT exemption in the case of shipping within the European Union.
- 9.7 The maximum storage time at the Forwarder is 90 days from the date when the undeliverability of the Consignment was found. In the event that the Consignment cannot be delivered to the Consignee or a third party pursuant to Articles 9.4 to 9.6 and the Principal refuses to take it back at the request of the Forwarder, the Forwarder has the right to dispose the Consignment upon the expiration of this period. The Forwarder is entitled to dispose the Consignment or a part of it even before the agreed expiration time if it is necessary to ensure the safety and protection of human health. Disposal of the Consignment takes place mainly by its handover to a person authorized to dispose waste. The Principal is obliged to reimburse the costs of disposal of the Consignment.
- 9.8 The Forwarder is entitled to open the Consignment if
- it cannot be delivered and at the same time it cannot be returned, or it is not to be returned under the contract,
 - there is a reasonable suspicion that it contains an item considered dangerous under the General Terms and Conditions, or an item excluded from transport under point 7.1 of the General Terms and Conditions
 - it has been damaged,
 - there is a well-founded concern that a damage has occurred or might occur as a result of the service; or
 - it is necessary to comply with the obligations imposed on the Forwarder by a special legal regulation.
- 9.9. The Forwarder is not entitled to open the Consignment if it is clear from the external arrangements that it is inviolable under an international treaty which is part of the legislation of the Czech Republic.
- 9.10 The Forwarder is obliged to inform the Consignee about any opening of the Consignment upon delivery, or the Principal upon returning the Consignment.
- 9.11 The contents of the Consignment may be examined when it is opened only to the extent necessary to ensure the purpose of the inspection. The opening procedure must ensure the protection of facts protected under a specific law, as well as the protection of postal and letter secrecy.

10 CASH ON DELIVERY (CASH-SERVICE)

- 10.1 If the Principal specified in the Order an instruction on the Cash on Delivery service pursuant to Article 3.3.6, the Forwarder shall hand the Consignment over to the Consignee or a document permitting the Consignment to be disposed of only if the Consignee pays the designated cash amount to the Forwarder. The Forwarder has the right to limit the Cash on Delivery amount.
- 10.2 The transfer of the collected Cash on Delivery amount to the bank account specified by the Principal in their User Account of the Application runs automatically and without undue delay at least once a week.
- 10.3 If, for any reason, the Forwarder fails to collect the specified amount upon delivery with the Cash on Delivery service, the Forwarder shall inform the Principal thereof without undue delay. The Principal does not incur a claim against the Forwarder and a debt of the Forwarder towards the Principal from the uncollected Cash on Delivery amount. The Consignee is still obliged to make payment of this amount (debt) to the Principal under the original legal relationship and the usual terms and conditions of Consignment insurance do not apply to any uncollected Cash on Delivery amounts.
- 10.4 In case of any uncollected Cash on Delivery amount, the Forwarder's obligation to compensate damages shall be extended to the amount of the charge for the provided Cash on Delivery service. The Forwarder undertakes to provide assistance in the subsequent collecting of the Cash on Delivery amount.
- 10.5 When ordering the Cash on Delivery service, the Principal acknowledges that the Forwarder is a person authorized only to collect the cash on delivery amount, and that the Forwarder is not authorized to act on behalf of the Principal or conclude a contract with the Consignee of the cash on delivery consignment on behalf of the Principal. The Forwarder also warns that they are not an obliged person pursuant to § 2 of Act No. 253/2008 Coll., on selected measures against the legitimization of proceeds from crime and terrorism financing, which in itself does not mean that the Principal is not the person obliged. The Principal is obliged to comply with all obligations set out under Act No. 253/2008 Coll.

11 RIGHTS IN THE CASE OF FAILED FULLFILLMENT

- 11.1 The rights and obligations regarding defective performance rights are governed by the relevant generally binding legal regulations, in particular the provisions of Sections 1914 to 1925 of the Civil Code. The procedure for exercising and enforcing defective performance rights shall be governed by the relevant generally binding regulations, in particular the provisions of the Civil Code, the AoPS and the Consumer Protection Act.
- 11.2 The Principal shall object to the defect by sending a written notice to the Forwarder address to Průmyslová 5619/1, 586 01 Jihlava, by e-mail to: e-balik@glS-czech.com, or by fax to: +420 567 771 111 without undue delay after the defect may have been discovered. The defect may be complained about no later than six (6) months from concluding the delivery of the Consignment. The first sentence of the notice shall indicate the identification of the Consignment which is a subject of the defective performance rights, the decisive facts for exercising the defective performance right and the applied defective performance right.

9 CONSIGNMENT DELIVERY

- 9.1 Consignments that are handed over to a regional depot of the Forwarder by 17:00 on a business day are delivered as follows: within the Czech Republic, usually on the next business day, abroad at the standard delivery times specified in the Application.
- 9.2 Delivery times are indicative only and are not guaranteed by the Forwarder.
- 9.3 The Forwarder provides its services by means of bulk parcel shipment. Through standardized processes, it achieves economical and fast transport of Consignments. Consignments are shipped as consolidated units and undergo an industrial sorting process using automatic conveyors in depots and re-loading hubs. Consignments are scanned by the driver, depot and re-loading hub at all points of the shipping process, and the date and time of such scan is recorded. Further documentation of the Consignment shipment is not performed.
- 9.4 Unless otherwise stipulated in the Contract, a maximum of two (2) attempts to deliver the Consignment shall be made. If the Consignment is not delivered, the Forwarder shall ensure that a written notice of the intention to deliver the Consignment is left at the place of delivery of the Consignee, and the Consignee shall have the opportunity to agree with the Forwarder on the date of delivery of the Consignment within five (5) business days from the date of the first attempt at delivery. Upon expiration of this period, the Consignment shall be returned to the Principal.
- 9.5 Unless otherwise stipulated in the Contract, in the case of delivery to the address of the Consignee who is a legal person or a natural person to whom the Consignment is to be delivered to the address of a legal person, the Consignment shall be delivered to the reception desk of such a legal person or another place of contact with the public (e.g. goods receipt point).
- 9.6 Unless agreed otherwise, in the event that the Consignment is not reached at the first delivery attempt, the Consignment may be handed over to a person present in the Consignee's apartment, office, registered office or facility, if, due to the circumstances, it can be assumed that this person is authorized to accept the Consignment, in particular if such a person demonstrates the authorization or power of attorney to take over the Consignments intended for the Consignee, or may be deposited at the nearest Forwarder's delivery point - GLS ParcelShop to be picked up by the Consignee. Receipt of the Consignment shall be confirmed by the Consignee with signature on a portable electronic scanning device or delivery note, and this (digitized) signature of the Consignee shall serve as a proof of delivery of the Consignment. By signing, the Consignee confirms that the Consignment has been delivered properly and meets all the necessary requirements.

12 COMPLAINTS, COMPENSATION FOR DAMAGES

- 12.1 The Forwarder is liable for damage only to the extent specified by law or international treaty (e.g. Convention on the Contract for the International Carriage of Goods by Road – CMR), i.e., the Forwarder shall not be obliged to compensate for damage in the form of lost profits or other consequential damage that may be incurred by the Principal or third parties in connection with the Contract, in particular contractual penalties and periodic penalty payments. The Forwarder shall compensate for the damage beyond the limits up to the amount of:
- 12.1.1 the purchase price of the item that is the subject of the Consignment;
- 12.1.2 the current value of the used item;
- 12.1.3 the auction price of the item purchased in the auction;
- depending on which amount is the lowest in the given case, but at the same time up to a maximum of CZK 6,000 for each individual Consignment. If the Principal has an additional insurance in the Contract, the maximum amount of performance is CZK 20,000.
- 12.2 In the event of a breach of obligations by the Forwarder, there is no automatic right to a refund of the price for the services provided. This claim arises only in the event that the Forwarder's actions result in unjust enrichment. In this case, the Forwarder will return the entire price paid to the Principal.
- 12.3 The Complaints Procedure is further specified in the GLS Claims Handling Rules, which is an integral part of these General Terms and Conditions.

13 DISPUTE RESOLUTION

- 13.1 Under the Consumer Protection Act, the Principal has the right to out-of-court resolution of a consumer dispute arising from the Contract („Consumer Dispute“).
- 13.2 The subject of out-of-court resolution of Consumer Disputes within the meaning of the Consumer Protection Act is the Czech Telecommunications Office Sokolovská 219 190 00 Prague 9, in the case of disputes related to postal services provided by the Forwarder, website: www.ctu.cz/ochrana-spotrebitele. In all other cases it is the following entity: Czech Trade Inspection Authority Central Inspectorate – ADR department, Štěpánská 15 120 00 Prague 2, e-mail: adr@coi.cz, website: www.adr.coi.cz.
- 13.3 Information on online dispute resolution. The European Commission has set up an online platform for online dispute resolution („ODR platform“). This platform serves as a contact point for out-of-court settlement of disputes arising from a purchase contract or from a contract for the provision of services agreed online. The ODR platform is available at: <http://ec.europa.eu/consumers/odr>.
- 13.4 Any disputes arising from the Contract shall be resolved exclusively under the legislative of the Czech Republic and decided by the competent courts of the Czech Republic.

14. PERSONAL DATA PROTECTION

- 14.1 The Principal understands that, within the meaning of Act No. 101/2000 Coll. on Personal Data Protection and on amendments to some acts, as amended (hereinafter referred to as the „Personal Data Protection Act“) and within the meaning of 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 on the repeal of Directive 95/46/EC (hereinafter referred to as the GDPR), the Forwarder processes, collects and stores personal data of the Principal specified in the contractual documents, or obtained from other relationships related to the mutual cooperation of the Principal and the Forwarder, and other personal data necessary for the provision of forwarding services. Such personal data shall be processed and stored by the Forwarder in the customer database of the Forwarder for the purposes of fulfilling their obligations under the Forwarding Contract, as well as for the purposes of the legitimate interests of the Controller, as well as for information, administrative and accounting purposes related to compliance with the Forwarder's legal obligations. When providing forwarding services, the Forwarder is the controller of personal data.
- 14.2 The Forwarder processes personal data exclusively for the purpose of providing forwarding and shipping services or additional services (value added services) on the basis of concluded forwarding contracts, to the following extent:
- 14.2.1 the name, surname, address for delivery or return of the Consignment;
- 14.2.2 the telephone number for the purpose of notification and information about the status of delivery;
- 14.2.3 the e-mail for the purpose of notification and informing about the status of the order, confirmation of the conclusion of the contract and business negotiations, when a commercial communication with the offer of the products and services of the Forwarder or a newsletter may be sent to the e-mail provided, when in each commercial communication sent, the Principal has an option to reject this service in every commercial communication sent;
- 14.2.4 the account number for the purpose of collecting and sending cash on delivery;

- 14.2.5 the payment card number for the purpose of online payment for shipping the Consignment;
- 14.2.6 the identification number and VAT number in order to specify the identification of the Principal;
- 14.2.7 the IP address only in the event of a complaint procedure when the customer disputes the ordering of the service or to control unauthorized access;
- 14.2.8 Cookies for the purpose of improving the clarity of the website, for logging in/out to the website service, evaluating website traffic.
- 14.3 The legal reason for personal data processing is the contract concluded between the Forwarder and the person providing such data and the resulting necessity to process personal data for the performance of the Contract, or the necessity is given for the purposes of the legitimate interests of the Forwarder or a third party (Principal, Consignee), e.g. for the purposes of litigation, complaint procedures and marketing, and the necessity is given for the fulfillment of legal obligations (e.g. tax and customs laws).
- 14.4 The Principal may only transfer the personal data for which they are in the position of a personal data controller. Provision of personal data by the Principal is voluntary, however, if personal data is not provided, the Forwarder is not able to provide forwarding and transport services.
- 14.5 The Principal undertakes to provide all persons involved in the business relationship between the Forwarder and the Principal, in particular the Consignee, with a legal reason (e.g. consent) for the processing of personal data within the meaning of the Personal Data Protection Act and pursuant to Article 6 para. 1 of the GDPR, for the Forwarder to properly fulfill the obligations arising from the forwarding contract and from applicable national and international legal regulations and international sanctioning arrangements (embargo), and further undertakes that if the Forwarder transfers personal data of Consignees or other persons involved, it will only be data that are collected and processed in accordance with the GDPR, are accurate, correspond to the intended purpose and are to the extent necessary to fulfill the intended purpose, so that the Forwarder can use them in accordance with the GDPR to provide the required forwarding and shipping services. In the event of a breach of the obligations referred to in this paragraph, the Principal shall be liable for damage caused to the Forwarder and undertakes to compensate the Forwarder any damage incurred by the Forwarder.
- 14.6 The Forwarder and the Principal undertake to fulfil legal information obligations towards all data subjects in accordance with national law and in particular Article 12 et seq. GDPR, which means that both the general information obligation and possible partial replies to data subject's requests or complaints are provided by the Forwarder in relation to their services and the Principal in relation to their services. Both the Forwarder and the Principal are obliged to provide all necessary mutual cooperation in processing of responses to requests and complaints of the data subject.
- 14.7 The Forwarder has the right to store personal data for the time for which the Forwarder may exercise any rights against third parties, or for the time for which a third party, in particular the Principal or the Consignee, may exercise any rights against the Forwarder, or for the time declared normatively by the law (e.g. tax and customs legislation).
- 14.8 The principles of maintenance and processing of personal data, as well as the rights and obligations related thereto, including the rights of data subjects and the guarantee of personal data security, are then contained in the document devoted to the protection of personal data, which is available on the website www.gls-czech.com.

15 FINAL PROVISIONS

- 15.1 The contact details of the Seller: the delivery address is Průmyslová 5619/1, 586 01 Jihlava and the e-mail address is ebalik@glc-czech.com.
- 15.2 The General Terms and Conditions and the Contract shall be governed by the laws of the Czech Republic. The rights and obligations of the contracting parties which are not regulated by these General Terms and Conditions or the Contract, are governed by generally binding legal regulations, in particular the Civil Code, the AoPS and the relevant international transport agreements by which the Czech Republic is bound (Convention on the Contract for the International Carriage of Goods by Road (CMR), as amended (promulgated under No. 11/1975 Coll.), the Convention for the Unification of Certain Rules for International Carriage by Air, as amended (the so-called The Montreal Convention, promulgated under No. 123/2003 Coll.) and the Convention for the Unification of Certain Rules for International Air Transport, as amended (the so-called Warsaw Convention, promulgated under No. 15/1935 Coll.).
- 15.3 If any provision of the General Terms and Conditions and/or the Contract becomes invalid or ineffective, such provision shall apply in its place the meaning of which corresponds to it as much as possible. The invalidity or ineffectiveness of any of the provisions shall not affect the validity or effectiveness of other provisions of the General Terms and Conditions and/or the Contract.
- 15.4 Any changes or additions to the Contract or the General Terms and Conditions require a textual form, while the textual form is maintained even using electronic means of communication, in particular e-mail. By agreement of the Parties, it is possible to deviate from any provisions of the General Terms and Conditions.
- 15.5 These General Terms and Conditions are an updated version of the General Terms and Conditions issued on April 5, 2016 and take effect on July 1, 2022.