

General Terms and Conditions Pertaining to Parcel Forwarding and Management at 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 inseparable part of the **Contract**, under which **GLS** undertakes to ensure forwarding of parcels and the **Principal** undertakes to pay the contracted reward for services – the price of services. The **General Terms and Conditions** regulate in a binding way the relations established between **GLS** and the **Principal** on ensuring forwarding of parcels. Services provided on the basis of these General Terms and Conditions are provided under Act No. 29/2000 Coll., on Postal Services and on amendments to certain acts.

The **Principal** declares that it acquainted with the content of the **General Terms and Conditions** prior to the conclusion of the **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**.

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 Contract or to suspend its performance thereto in the event of a breach of any provision of the Contract, the General Terms and Conditions or the law by the Principal, or in the event of a suspended breach of any provision of the Contract, the General Terms and Conditions or the law by the Principal.
- 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 provides delivery from the Principal to the Consignee 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 In addition to posting a Consignment at the location designated by the Principal and delivering a Consignment to the Recipient's address, GLS uses for posting and delivering a Consignment a network of Dispensing Points in the form of contracted brick-and-mortar branches (GLS Parcel Shop) or automated parcel machines (APMs) of its contractual partners and its own APMs under the name GLS Parcel Box.
- 1.7 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.
- 1.8 Definition of terms used in the General Terms and Conditions:

GLS – 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 **Contract** with **GLS** or another contract related to shipment of goods, also by registering and setting up a User Account in the Parcel Dispatch System as a natural or legal person acting as an entrepreneur.

Consignor – an entity designated on the consignment as the “**Consignor**”.

Posting a Consignment – acceptance of the Consignment for shipment by GLS in one of the permissible ways, which are personal handover of the Consignment to a GLS driver, or posting of the Consignment in the GLS Parcel Shop, or insertion of the Consignment into the APM.

Consignee – or an addressee is 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 **Contract** or another contract related to shipment of things concluded between the **Principal** and **GLS**.

Export Consignment (Parcel) – a thing accepted by **GLS** for the provision of a service under the **Contract** related to shipment of things concluded between the **Principal** and **GLS**, where the address of the place of delivery is outside the Czech Republic.

Parcel Label – a label containing the parcel number and the **GLS** barcode 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.

Digital Parcel Label - a virtual parcel label created by the **Principal** in the GLS system in the form of a database record, on the basis of which GLS itself equips the Consignment with a Parcel Label and provides the **Principal** with a PIN for its posting.

Contract – a contract concluded between **GLS** and the **Principal** in writing or in another form, alternatively, by registering and setting up a User Account in the **Parcel Dispatch System**.

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

POD – written confirmation of consignment delivery.

GLS Network – members of the **GLS** logistics System at a specific time.

Dispensing Point – a contractual partner's business premises (GLS Parcel Shop) or an automated machine (APM) integrated into the GLS network for the purpose of posting or delivering a Consignment.

APM – an automated parcel machine or self-service technical equipment enabling nonstop posting or delivery of a Consignment via PIN-based authorization identification operated directly by GLS under the GLS Parcel Box brand or equipment operated by an integrated third-party partner.

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 **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 side of the **Principal**, or the **Consignor**. The label shall meet the requirements for the right shape and locating of obligatory information.

GLS Website – information available on www.gls-czech.com domain.

1.9 **GLS** operates the Customer Service, which is open from 7 a.m. to 6 p.m. on business days and provides the **Principal** with 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.

1.10 The Customer Service contacts:

Phone: +420 567 771 111

Fax: +420 567 771 199

Email: info@glc-czech.cz

1.10 Information on the delivery status of consignments is also available on the **GLS** website in the main menu after entering the parcel reference number.

2. Inquiries, complaints management

- 2.1 The **Principal** or its representative may make enquiries at the Customer Service upon the parcel number and may request the parcel information specified further in this document. The parcel information is, then, kept being available for another year following the delivery.
- 2.2 All complaints regarding loss or damage of parcels shall be passed for investigation and handling to the Complaints Department of **GLS** by the Customer Service. Complaints shall be made in writing.
- 2.3 In the case of a complaint, the Customer Service ensures its investigation and undertaking relevant corrective measures and informs the complainant accordingly upon.
- 2.4 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.
- 2.5 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 **Contract**. The **Contract** may be concluded in a usual form – in writing, electronically, or alternatively also orally or implicitly after receiving the **Offer** and in accordance with the content of the **Offer**.
- 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 selected customs territories, 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 services:

In accordance with the request of the **Consignor**, **GLS** performs parcel pick-up at the location specified by the **Principal** and subsequent 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, to a Dispensing Point 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 and maximum volume 10 l: separate sorting, carriage under **GLS** bags, simple procedure for designating consignments as "small parcels" using a **GLS** template.

3.4.2 Export Consignment Shipment (international integrated 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 business 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 within **GLS** Network.

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 the **Principal**, collects the parcel at a specified location and delivers it to the client's address in the Czech Republic. The Parcel Label shall be delivered by the driver, 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 Parcel Label shall be delivered by the driver, the **Consignor** is responsible for parcel labelling at the loading location.

CashService:

Cash-on-delivery – the bank-transfer of the cash taken upon delivery to the bank account of the **Principal**. The surcharge for the service does not include the cost of the transfer outside the SEPA payment framework. A service fee is also charged in the event of an unsuccessful attempt to deliver the parcel. In the case of an export parcel, the **Principal** shall have a current account in the currency of a parcel destination country.

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 some optional solutions for flexible delivery and at the same time it ensures providing continuous information to the client. 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. In case of repeated delivery attempts, the **Consignee** may communicate their preferences via the **GLS** software, which will be taken into account by **GLS** as far as possible for the next delivery. The delivery attempt may be repeated two times maximum.

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 via the **GLS** Parcel Dispatch System 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 environmentally friendly shipment. By ordering this service, the **Consignor** contributes to projects of greenery planting in the Czech Republic that contribute to compensating emissions caused by the shipment of the given consignment.

ShopDeliveryService:

Consignment delivery for personal collection directly to the **Dispensing Point** selected already when ordering of the shipment.

ShopReturnService:

Possibility of goods returning to the **Consignor** via Dispensing Points.

4. Consignments, labels, packaging, addressing, consignment 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 The Consignment shall be supplied with a parcel label, a digital parcel label or, when using Pick&Ship/ReturnService, with a label from the driver. In the case of passing the Consignment with a parcel label, the **Principal** prints parcel labels themselves and transmits the shipping information in accordance with **GLS** regulations. In the case of posting a Consignment with a digital parcel label, the **Principal** shall legibly, visibly and irremovably indicate the assigned PIN and address of both the Sender and the Recipient on the largest side of the Consignment.

4.3 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.

4.4 For packaging, the **Principal** shall be obliged to meet the following requirements:

- a) Only properly sealed consignments with a parcel label affixed to the largest side of the Consignment or with the required information written on its largest side when using a digital parcel label are allowed to be shipped.
- b) Parcels are not allowed to have long, sharp protrusions.
- c) Box space shall be utilized optimally; the appropriate size and quality of the packaging material and filling out the entire box space to protect the goods from damage and from any movement in the shipping cardboard box as a result of handling shall 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 and individual pieces shall be separated one from another.
- d) Fragile goods shall 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 and transparent self-adhesive packaging containing a consignment note shall be affixed to the largest side of the consignment. Other labels or instructions placed on the packaging of the Consignment shall not be taken into account. Old parcel labels shall be completely removed.
- j) If a multiple consignment is dispatched to the same address, parcel labels shall be affixed to each of the parcels.
- k) If the CashService (cash on delivery) is ordered, the data including 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 ordered contrary to the **GLS Offer** to a country to which this service is not provided from the Czech Republic, it will not be considered. Using a parcel **GLS** label, this service information shall be provided on the parcel itself. The parcel **GLS** label shall always indicate the amount to be collected which shall correspond to the value of each part of the consignment.

- l) In the case of shipments containing dangerous goods in limited quantities as defined in chapter 3.4 of ADR (LQ – Low Quantity), **GLS** accepts them only by prior agreement and exclusively as pieces packed in limited quantities and marked in accordance with chapter 3.4 of ADR. Before shipment, consignors of dangerous goods packed in limited quantities shall inform **GLS** in advance in a demonstrable form on the total (gross) weight of such goods to be shipped. Dangerous goods other than those specified in Chapter 3.4 of the ADR (dangerous goods packed in limited quantities) are excluded from shipping, even if they are marked as dangerous goods.
- 4.5 **GLS** considers important to prevent damage and therefore it offers free advice to its **Principals** through **GLS** web pages or Customer Service on how to proceed in packaging.

5. Collection of parcels

- 5.1 Consignments are collected at prearranged times exclusively from the **Principal's** premises registered in the **GLS** system. The **Principals** are allowed – based on a **GLS** consent – also to ship their parcels at the **GLS** parcel hub (in a sorting center, regional depot or at a Dispensing Point). For Consignments posted via an APM, the **Principal** is obliged to ensure that the Consignment can be freely inserted into the APM and the box door can be closed without the use of force so that the Consignment does not interfere with the door when it is closed. Failure to do so will render the **Principal** liable for any damage to the Consignment and the APM.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, a parcel depot employee against a receipt (an Acknowledgement of Receipt) which serves only to confirm the quantity of parcels accepted for shipment and may also be submitted in an electronic form. The itemized registration and weighing of consignments take place at a **GLS** Depot or at the central **GLS** parcel sorting center. When posting a Consignment at the Dispensing Point or APM, an electronic receipt is issued to the sender's email address specified in the shipping order.
- 5.5 The **Principal** may use electronically generated lists of the consignments from the **GLS** Parcel Dispatch System for the documentation of shipped parcels.
- 5.6 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 **Contract**.

6. Delivery

- 6.1 Upon delivery to address, the consignment is handed over to the **Consignee** by the delivery driver. When the driver arrives at the destination to deliver the parcel, she/he may not be kept waiting by the **Consignee**; if he/she 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 authorization. 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 the CashService (if such has been ordered), delivery shall only take place after the cash on delivery amount due has been paid and the **Consignee** 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, in cash or on-line via a payment gateway. 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.
- 6.4 If required by the **Principal**, a consignment can be also deposited by the driver at the nearest Dispensing Point to be picked up by the **Consignee**; the storage time is maximum 3 calendar days in an APM and maximum 5 business days in a **GLS** ParcelShop. The storage time can be extended once in an APM by 3 calendar days and in a ParcelShop by 3 business days. The **Consignee** is also informed about the deposit of the Consignment at the Dispensing Point in writing (SMS/email) and receives a PIN for picking up the Consignment. In this case, no further attempt is made to deliver to the original address.
- 6.5 The **Consignee** confirms the receipt of the Consignment by their signature on the driver's portable electronic scanning device, thereby confirming the receipt of the Consignment without any apparent damage. The receipt of the Consignment at the Dispensing Point is confirmed by the **Consignee** by communicating/entering the PIN received from **GLS**.
- 6.6 Undelivered parcels are automatically returned to the Consignor's address indicated on the parcel label. The address on the label shall contain the complete postal address in the Czech Republic. Parcels shall not be returned to P.O.BOX addresses, Dispensing Points or abroad.

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, the length is 40 cm and maximum volume is 10 l.

- 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 center, 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 Parcels delivered and posted via a Dispensing Point can have a maximum weight of 20 kg. Parcels delivered and posted via a **GLS** ParcelShop can have maximum dimensions: length 1 m, height 0.6 m, width 0.8 m. Parcels delivered and posted via an APM can have maximum dimensions: length 0.55 m, height 0.36 m, width 0.43 m.
- 7.4 In case of exhaustion of APM capacity or for capacity or technical reasons, the consignment may be redirected to the nearest Dispensing Point.
- 7.5 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 such consignments by alternative means, and to charge any related extra costs to the **Principal**. The **General Terms and Conditions** shall not, then, apply to such consignments, and the declared delivery time shall not be valid in these cases.

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, e) 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** postoffice 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), except for the LQ described in Section 4.3 of these General Terms and Conditions, 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 for passenger motor vehicles and trucks (except motorbikes),
 - 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 4,200 in the case of export parcels and higher,
 - pyrotechnic articles within the meaning of Act No. 206/2015 Coll., on pyrotechnic articles and their handling, as amended,
 - 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 **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 **Principal** is obliged to pay to **GLS** all costs related and all damage caused.

- 8.3 **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, 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 guarantees the quality of the entire process.
- 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 center, at the Dispensing Point 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 authorization. In the case of delivery via a Dispensing Point, delivery is concluded by entering the specified PIN.
- 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 business 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, **GLS** can call upon the **Principal** to make the correction. If the second attempt is also unsuccessful, the consignment will be returned to the **Consignor**. Any undeliverable parcels are stored by **GLS** for up to 5 business days (or for up to 10 business 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 working day following pick-up, through the Parcel Dispatch System and 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 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 electronic or scanned receipt shall be qualified as appropriate proof of delivery.
- 9.4.6. CashService, that is the collection of cash on delivery, is provided only 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** Parcel 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. In case of approved compensation for uncollected cash on delivery, **GLS** shall pay the compensation in the recognized amount to the specified bank account of the client exclusively in CZK or EUR currency.

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. The amount to be collected per one parcel may not exceed CZK 60,000.

- 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 authorized 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 legitimization 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 **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 1 m³ = 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 to customs destinations, the **Principal** is obliged to conclude duly an agreement upon bearing of costs with the **Consignee** on which costs shall be borne by each party. The **Principal** is obliged to submit the related order to **GLS** in compliance with such an agreement by entering into the **GLS** customs portal, including the correct filling in of the HS code (Harmonized System Code, which is part of the internationally standardized system of names and numbers for the classifications of goods) and documents, with all mandatory formalities.
- 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, or other 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 the moment of its delivery to the customs warehouse or a similar place according to the target destination. If **GLS** incurred any costs or sanctions caused by the **Consignee** or due to breach of the **Principal's** obligations, 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 on **GLS Website**. 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 on **GLS Website**, the information provided on **GLS 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. If the amount of the price is disputed between the parties, or if it is not agreed upon, the usual price stated in the price list published on **GLS Website** shall apply.

10.11 If the **Principal** expresses their disagreement with the modification of the Offer, they are entitled to withdraw from the **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 respective 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 favor 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 authorized 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 200 for each individual breach. If an identical shipping number is found on multiple consignments, **GLS** will charge CZK 200 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** at the address, give instructions to **GLS** to deliver the Consignment to another appropriate person, or to the mailbox, to a Dispensing Point, or to delivery in an alternative way. If the Consignment is not intended for hand delivery, **GLS** may be given instruction to deposit it at a place chosen by the **Consignee** in the nearest vicinity of the delivery address. **GLS** will leave the Consignment at the chosen location. Consent to deposit applies only to those Consignments for which this has been expressly stated, not to other Consignments delivered by **GLS**. In the case of such a procedure, 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, **GLS** 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 software provided by **GLS** if there is not any exception agreed in compliance with Article 14.5 of these Conditions. The applications are listed on **GLS Website**.
- 14.2 The flawless operation of the software requires a reliable connection to the Internet on the side of the **Principal**.
- 14.3 Information on the software is available on the **GLS Website** and in the documentation of the given software. The support is provided by the **GLS** customer service.
- 14.4 **GLS** is not reliable for any damage from misuse or incorrect setup of the software, incorrect printer setup, or damages caused by unprofessional intervention into configuration and source files of the software.
- 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 **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 business days from delivery, or returned delivery, and if the damage is demonstrably due to reasons attributable to **GLS**. 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 photo documentation taken immediately after the parcel is delivered. The **Consignee**, or the **Principal**, may not handle this consignment without the consent of **GLS** and it is also obliged to keep a packaging of the parcel intact until the end of the complaint procedure. 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 authorization, 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**.
- 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 **GLS** 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 of up to maximum CZK 20,000, 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, 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 business 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**.
- 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** 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** public. 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 **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 **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 **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 **Contracts** in the scope in which they were provided to **GLS** based on the **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 **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 **GLS** Website.
- 20.8 **GLS** undertakes to inform the **Principal** electronically on:
- the process of parcel delivery in the form of a detailed parcel information description. The **Principal** announces that **GLS** 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).
 - collected COD amounts in the form of a detailed description. The **Principal** announces that **GLS** 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.
 - 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 authorized 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** familiarize themselves with the contents of the forwarded parcels to the extent necessary, and only if necessary for performing of the service.
- 20.11 **GLS**:
- may not open any packaged and sealed parcels – unless stated otherwise by the law, the **Contract** or the present **General Terms and Conditions**;
 - 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;
 - 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;
 - 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:
- 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 whose transport is excluded;
 - it has been damaged;
 - there is a well-founded concern that the damage has occurred or might occur as a result of the service; or
 - it is necessary to comply with the obligations imposed on the **GLS** 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 documents it. The fact that the parcel has been opened has to be indicated on the consignment with **GLS** adhesive tape.
- 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 Portal 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 Portal 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 **GLS** reserves the right to change the prices listed in the price list of the Portal and to make other necessary changes to the software. The User shall be informed of the current prices prior to sending the shipment order.
- 21.7 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.
- 21.8 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.
- 21.9 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.
- 21.10 **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.
- 21.11 The User agrees that **GLS** shall not be liable for any temporary malfunction or unavailability of the Portal or domain <https://e-balik.cz> and shall not be liable for credit manipulation due to insufficient security of access data by the User.
- 21.12 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 as of January 1, 2025.
- These **General Terms and Conditions** are published on **GLS** Website, where there is also other information on services available.