

# General Business Conditions of GLS General Logistics Systems Slovenia, logistične storitve d.o.o. (hereinafter "GLS")

**applicable to its GLS Parcel Shop customers and to indirect sales by subcontractors**

If there is not difference, exclusively stipulate in these general conditions, is the relation regulated by General Terms and Conditions of GLS, Slovenian legislation and the international overland transportation agreements for the good transportation.

## 1. Introduction

GLS provides integrated domestic and export parcel forwarding services and express postal services. GLS only forwards carriage-paid parcels, that is, in all cases the Shipper pays the fee for the service. Although the GLS product partly comprises an intermediated service (based on subcontractor performance), the GLS technology ensures that parcels can be tracked and traced throughout the entire process.

## 2. Effect

These business conditions apply to all the activities of GLS, especially to the consignment, handling, and sorting of parcels, as well as the provision of parcel delivery services within Slovenia and internationally, irrespectively of whether GLS provides the service itself or has it performed by a third party.

## 3. Scope and limitations of the service

3.1. As a freight forwarder, GLS provides services that are carried out by independent haulage contractors. GLS achieves economical and rapid delivery through the use of regulated processes: the parcels are transported in bulk consignments, and the sorting takes place at depots and the transfer stations with the use of automated conveyor belts. The parcels are regularly scanned when they pass through any transfer station, upon arrival at the delivery depot, and when the delivery drivers pick them up for delivery to the Consignee. The system records the date and precise time of each scan. No further documentation takes place at the connection points.

3.2. GLS does not examine the goods (the contents of the parcel), and is under no obligation to take steps to repair them or their packaging.

3.3. The collection of the parcels by the subcontractor indirectly providing the service, and the acceptance of the parcels at the GLS Parcel Shop parcel acceptance points, is certified using a form issued by GLS. Any certification of the parcel numbers, weights, Consignees, content and value of the parcels, and the fulfilment of other conditions, at most entails an obligation for the haulage contractor, and not for GLS.

3.4. Parcels submitted for delivery at the Parcel Shop by the advertised collection time will usually be delivered by GLS to the Consignee's door within Slovenia within 24 hours (standard delivery time).

3.4.1 GLS makes two attempts at delivery.

3.4.2 In the case of business recipients, delivery takes place in the post room or goods acceptance area.

3.4.3 Parcels are handed over upon signing of the receipt by the Consignee, or by other persons who, under the given circumstances, can be assumed to be entitled to receive the parcels. These include, primarily, the persons present in the premises of the Consignee, and those in possession of the appropriate letter of authorisation. The delivery of parcels takes place, with exemptive effect, against the signature of the Consignee, the Consignee's neighbour or person present in the business or home of the Consignee, except in cases where reasonable doubts arise as to the authority of such persons to accept them.

3.4.4 The "rollkarte" counterfoil signed by the recipient, or a digital copy of such document, serves as certification of the delivery.

3.4.5 If both delivery attempts fail, GLS transports the parcel back to the shipper indicated on the parcel label.

3.4.6 CashService - COD collection takes place on the basis of a written order that conforms to the applicable requirements. Based on this, the operator of the Parcel Shop is obliged to record the COD order online. GLS transfers the collected COD amounts to the bank account indicated by the Shipper on the order. The GLS Parcel Shop Operator only accepts COD orders that have been

completed properly with no omissions. GLS bears full liability for the collected (i.e. accepted against a receipt at the time of delivery) COD amounts. Any failure to collect the COD amount, however, shall not result in the creation of a debt on the part of GLS towards the Client, and the Consignee shall continue to be liable for payment of this amount within the framework of the original legal relationship. The standard insurance terms 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 which GLS shall be obliged to cooperate in the subsequent collection.

3.5. GLS stores the parcel data measured by it, which can be accessed using the parcel number.

3.6. The presence of obstacles to performance that fall outside the scope of risks assumed by GLS shall exempt GLS from those obligations that it has thus become impossible to fulfil.

#### 4. Enquiries, complaints management

GLS maintains a Customer Service Office that is open from 8 a.m. to 19 p.m. on working days and based on parcel reference numbers provides information on parcel deliveries (IOD) and sends proof of delivery (POD) to the Shipper upon request. Information related to the delivery status of parcels can be requested from the second day following parcel dispatch, on the [www.gls-slovenia.com](http://www.gls-slovenia.com) website, using the Track & Trace menu point, based on the parcel reference number. In the case of complaints, the GLS Parcel Shop receives the complaints, provides for their investigation and ensures that the relevant corrective action is taken, and informs the complainant accordingly. Complaints may also be entered in the Customer Comments Book that is located in a place that is accessible to customers.

5. Shipper's consent to the use of industrial-type parcel forwarding. The Shipper accepts the scope of the service described in point 3 (especially in point 3.1.) as being fully satisfactory, and foregoes any further measures, especially with regard to documentation of the connection points. The Shipper may, at any time, enquire at GLS regarding the processes involved in its activities.

#### 6. Objects excluded from carriage

In view of the nature of the processes described in point 3 (especially point 3.1), due to their value and/or composition GLS excludes the goods listed below from carriage. GLS accepts parcels

for carriage that are sealed and intact, without checking their contents, and has them delivered to the Consignees sealed, without their contents being checked. GLS does not check the parcels in order to determine whether they breach the rules on exclusions set out below.

6.1. Parcels that exceed a weight of 40 kg, a girth of 3 m (girth = 2x width + 2x height + 1x length) are excluded from carriage. Parcels have a maximum permitted length of 2 m, a maximum permitted height of 0.6 m, and a maximum permitted width of 0.8 m.

6.2. The value of the parcel may not exceed 2.000 EUR.

6.3. The following are excluded from carriage: goods packed inadequately and/or not in the standard forms of packaging customary in trade, consignments that are clearly overweight or oversized, parcels that are strapped together, goods that require any form of careful handling (e.g. particularly fragile, or may only be transported upright or laid down on a particular side), perishable, infectious or repugnant goods, perishable foodstuffs, temperature-sensitive goods, perishable foodstuffs, bodily remains, livestock and plants, particularly valuable goods (e.g. money, precious metals and precious stones, winning prize draw tickets and similar items, precious stones, true pearls, antiques), works of art, objects of sentimental value, telephone cards and mobile telephone top-up cards, documents with a monetary value (e.g. securities, bills-of-exchange, savings books...), - - - munitions, firearms, explosives and similar items, parcels addressed to the Consignee's post-office box, and commodities listed in the ADR Convention (Regarding the International Transport of Hazardous Goods on Public Roads) as hazardous goods, parcels intended for the following destination countries: Greece, countries not in the European Union as of 1 January 2009, all European islands (except Malta and Cyprus), Iceland, Vatican City, San Marino, Monaco.

6.4. In the case of parcels sent to a foreign destination, personal belongings, goods subject to excise and consumption duty, bottled beverages, and goods accompanied by ATA Carnets are also excluded from carriage. The operator of the Parcel Shop is obliged to notify GLS, prior to dispatch, about any parcels with a value that exceeds 5.000 EUR. These parcels may only be accepted from the Shipper following the granting of written consent by the GLS Parcel Shop administrator.

6.5 For the acceptance of goods that cannot be automatically sorted (e.g. wooden boxes), a separate agreement is necessary.

6.6 GLS only assumes liability for damage or loss caused by the sending of parcels in breach of the rules on exclusions set out in points 6.1-6.4 if the Shipper has informed GLS in advance, in writing to the [info@gl-slovenia.com](mailto:info@gl-slovenia.com) email address, of the content of the parcel and its value, and GLS, in this knowledge, has expressly approved acceptance of the parcel. The written consent of an intermediary, haulage contractor or assistant thereof, or implicit acceptance of the parcel, does not constitute the granting of consent by GLS in accordance with the above.

6.7 If the Shipper hands over a parcel to GLS in breach of points 6.1-6.5, then GLS has full discretion to decide whether to make the parcel available for collection by the Shipper or, at the Shipper's expense, to transport it back to the Shipper, store it, or pass it on for transportation to another service provider at which no rules on exclusion are in effect. Where justified under the given circumstances, GLS is entitled, after notifying the Shipper in advance, and at the Shipper's expense, to sell the parcel, or to destroy it for the purpose of averting danger.

## 7. Obligations of the Shipper

7.1 The Shipper is obliged to attach to, or enclose with every parcel the documents approved by GLS, and which have been properly completed without omission. The Shipper is liable for any errors resulting from omissions or inaccuracies.

7.2 The Shipper must give the following information on the parcel label: Consignee: name of Consignee postal code, town street, house number, floor, door number - telephone number of the Consignee (may be provided in order to ease delivery) Contents: contents of the parcel value of the parcel's contents Shipper: name of shipper postal code, town street, house number, floor, door number telephone number of the shipper (may be provided for the purpose of requesting assistance in the event of any obstacle to delivery)

7.3 The Shipper is responsible, given the scope of the service described above, for ensuring the appropriate external and internal packaging, in a manner that prevents the gaining of access to the contents of the parcel without leaving an unmistakable mark on the external packaging. GLS's packaging guidelines offer you practical assistance in this regard (see the [gl-group.com](http://gl-group.com) website).

## 8. Parcels, parcel labels, packaging, addressing, sealing

The careful and proficient packaging of goods ensures that the dispatched parcel is suitable for mechanical parcel handling, loading, and efficient road transportation, and thus that the goods may be delivered to the respective address without damage.

GLS only assumes responsibility for properly packed and addressed consignments.

Since parcels are handled within the GLS system using industrial-type technology, parcels that are not suitable for handling by way of the technology used in parcel forwarding may not be dispatched.

The following conditions must be met during packaging:

- Only fully sealed parcels may be dispatched. Parcels with long, sharp protrusions are not suitable for parcel shipment.
- Boxes must be utilised optimally; assuring the appropriate size and quality of the packaging material and filling out the entire package should protect the goods from damage.
- Breakable goods should be packaged in Styrofoam or another padding material; a "fragile" inscription only serves as a warning, and does assure protection of the goods.
- Bottles and flasks placed in parcels should be protected by protective layers placed between them as well as at the bottom and at the top of each item.
- Irregularly-shaped goods that are difficult to package must also be protected within the shrink wrapping itself, using another type of packaging. Cardboard boxes must be sealed on all sides with adhesive tape (sporting the Shipper's company logo), if possible.
- Boxes strapped together in a bundle are unacceptable, as the bundles may fall apart and thus only the parcel unit identified with a label will arrive at the destination point.
- The bag containing the address label, the parcel ticket and the delivery note, as well as the stickers used for identifying special services, must be attached to the largest side of the parcel. If several parcels are dispatched to the same address, the stickers indicating the use of the CashService must be affixed to each of the parcels.
- If the CashService is ordered, the full amount to be collected must be indicated in a consistent manner on the CashService order, as well as on the consignment itself, using a standard GLS

sticker. (If more than one parcel is dispatched, the CashService sticker must be attached to each parcel, indicating the amount to be collected, in accordance with the value of each parcel.) In the case of an incorrect or incomplete order, GLS will attempt to clarify the data by contacting the Client. Hazardous goods may not be dispatched, even if marked as such.

#### 9. Parcel forwarding fees, payment of costs

9.1. The advertised fees and supplementary fees apply between the GLS Parcel Shop and the Shipper. The basis for these is the 1 cubic meter = 166.67 kilogramme. The carriage of return goods and goods that cannot be automatically sorted takes place in accordance with the latest valid price table.

9.2. The Shipper is not permitted to invoice a counterclaim, unless it has been awarded by a court in a legally binding judgement, or has been recognised by GLS in writing.

#### 10. Liability

10.1. The provisions of the CMR pertaining to liability must be applied in the case of cross border road transport.

10.2. GLS is liable for damages caused by loss or damage to the parcel while it is under the supervision of GLS, in an amount of 8.66 International Monetary Fund SDR (special drawing rights) for each gross kilogramme of the parcel. GLS is not liable for consequential damage such as pure economic loss or lost profit.

#### 11. Insurance

11.1. In cases where the shipper has not taken out transportation insurance and has paid the transport cost, the insured value of the consigned goods is a maximum of:

the net procurement price, or in the case of used goods the daily value, or in the case of goods sold at auction, up to the price achieved at auction, depending on which price is the lowest in the individual cases, but no more than 200 EUR per parcel.

The retention agreement between the Shipper and the Shipper's insurance company only provides grounds for a corresponding waiver of rights by GLS if this has been expressly agreed in writing.

11.2. The Shipper is not entitled to assign or pledge the insurance claim without the consent of GLS.

#### 12. Payment of costs

Preclusion of further claims by the Shipper The Shipper may not enforce against GLS its additional outstanding claims, in the form of a fine, penalty or pass-through charge that the Shipper is obliged to perform to a third party, especially if such third party is not in a position to enforce its claim directly against GLS.

#### 13. Limitation clause

13.1. The limitation period for all claims outstanding against GLS expires after a period of one year has elapsed.

13.2. The limitation period starts from the end of the day on which the parcel was delivered, or if delivery does not take place, from the end of the day when the delivery should have taken place.

#### 14. Written form

Any auxiliary and supplementary agreements, or any departures from the agreement, shall only be valid in written form.

#### 15. Partial validity / court regional jurisdiction

15.1. If any of the provisions of these General Business Conditions is or becomes invalid, then this shall not affect the validity of the remaining provisions thereof. In place of the invalid provision, a provision must be put into effect that fulfils as closely as possible the business purposes of the original provision.

15.2.1 The court with jurisdiction shall be the court with jurisdiction in the location of the GLS headquarters.

Definition of terms used in the General Business Conditions

IOD - Electronic or verbal information on parcel delivery

POD - Written proof of delivery of the parcel

Rollkarte - The shipping document used by GLS and issued in respect of each parcel number, on which the recipient certifies the receipt of the parcel

Shipper - The shipper of the parcel, customer of the GLS Parcel Shop, bearer of costs at all times This version of the General Business Conditions applicable to GLS Parcel Shop Customers and to indirect sales by subcontractors is valid from 1 November 2011.

These General Business Conditions and the valid fees applicable to the Parcel Shop outlets are published by GLS on the [gls-group.com](http://gls-group.com) website. By signing the Parcel Shop Confirmation of Receipt, Shippers acknowledge the provisions of the General Business Conditions