

Business Conditions of GLS General Logistics Systems Česká republika s.r.o. (hereinafter „GLS“) applicable to clients of GLS Parcel Shops and to indirect sales through Subcontractors

1. INTRODUCTION

- 1.1. For the purpose of these terms and conditions, („**Business Conditions**“), the Freight Forwarder is General Logistics Systems Czech Republic s.r.o., with the registered office at Průmyslová 5619/1, 586 01 Jihlava, IČ (BRN): 260 87 961, registered in the Commercial Register of the Regional Court in Brno, Section C, File 66184 (hereinafter „**GLS**“).
- 1.2. For the purpose of these Business Conditions, a subcontractor is an operator who is in a contractual relationship with GLS and provides to GLS specifically designated forwarding services, especially receipt and handover of parcels („**Subcontractor**“).
- 1.3. The Client may be either natural or legal person acting as a business or a natural person in the position of a consumer who submits the parcel for shipment („**Sender**“ or „**Consumer**“ subject to statutory conditions).
- 1.4. GLS ParcelShop is a facility of the subcontractor – contracted partner of GLS marked with the GLS ParcelShop symbol which mainly receives or hands over parcels forwarded by GLS („**ParcelShop**“).
- 1.5. „**Parcel**“ is an object which GLS has taken over to provide services under the Parcel Forwarding Contract or another contract relating to transport of items concluded between the Subcontractor and the GLS. Parcels are equipped with GLS address labels.

2. CONTRACT

- 2.1. The Contract is concluded in the Czech language and is documented by the sender's order on a carbonless address label („**Order**“).
- 2.2. A contract arises through accepting the order by the Subcontractor, i.e. once the Subcontractor takes over the parcel and price of the service has been fully paid under Article 3. The Sender is required to include at least the following data in the order, i.e. on the address label of the parcel:
 - Its identification and contact information (name, surname or company name, residence address or registered office and telephone contact)
 - Details of the addressee, at least name, surname, address and telephone number in case of a natural person, and the name, address, contact person and phone number in case of a legal person,
 - A statement, whether GLS upon delivery of the parcel is to collect cash or perform any other money collection action before it hands over the parcel or a document permitting the addressee to dispose of the consignment, including the specified amount („**COD**“) and other information that the Sender communicates to the Subcontractor.
- 2.3. By handing over the parcel to the Subcontractor, the Client acknowledges that it agrees with the Business Conditions and understands their content.

3. PRICE OF THE SERVICE

- 3.1. Current prices for shipping under the Contract (the „**Price**“), including prices for other services related to the delivery of the parcel are listed in the price list available in the ParcelShop and on the GLS website. GLS reserves the right to change the prices provided in the price list.
- 3.2. Costs associated with packaging of the parcel are not included in the price. These costs are borne in full by the Sender.
- 3.3. The Sender will pay the price before handing over the parcel to the Subcontractor.

4. RECEIPT OF PARCELS FOR TRANSPORT

- 4.1. The process of collecting parcels, carried out by the Subcontractors, and collecting point in the ParcelShops are audited and they use methods prescribed by GLS. GLS does not perform authentication of tracking numbers, weights, addressees, content and value of parcels or the fulfillment of other conditions.
- 4.2. The Sender must hand over the parcel in the ParcelShop. The Subcontractor will provide the Sender with a copy of the order, receipt for the payment of the service and, if an order is entered to collect COD payment, then a proof of its entering, including the amount and account number to which the COD is to be paid.
- 4.3. The Sender must wrap the parcel in suitable packaging under the conditions specified in Article 6.5 of these Business Conditions to prevent its damage. Neither GLS nor the Subcontractor is obliged to examine the appropriateness of the parcel packaging, or to implement measures to repair or upgrade the packaging. In addition to protecting the parcel against loss or damage, packaging must also protect people and equipment used to transport shipments. Packaging must also ensure that access to the content of the parcel is not possible without leaving clear traces on the outer packaging of the parcel. If the Sender fails to fulfil its obligations regarding proper packing of shipments, GLS is entitled at its discretion not to accept or load the parcel, and store, secure or return it to the Client with no obligation to compensate for the damage to the Client, and the Sender is obliged to compensate GLS for all the costs associated with these actions.
- 4.4. In the case of transport of shipments to other countries of the European Union, the Sender has an obligation to provide all the necessary documents for VAT exemption for transport within the European Union.
- 4.5. The Sender can create an order to send a parcel from ParcelShop in the e-Balik application. If the order is created in this way, the Sender will print the shipping label himself/herself using his/her own hardware and is responsible for its legibility, durability and efficient attachment to the parcel. The Sender bears the responsibility that the parcel data in the order match the data on the printed shipping label. The Sender bears the liability for print errors. When ordering the transport via the e-Balik application, the transport is also governed by the General Terms and Conditions stated on the e-Balik application (www.e-balik.cz).
- 4.6. Parcels are delivered as follows:
 - in the Czech Republic, usually the next business day, and
 - abroad within standard delivery times available on the GLS website.
- 4.7. Delivery times are indicative only and are not guaranteed by GLS.
- 4.8. GLS provides its services using bulk parcel shipment. It achieves efficient and fast transportation of parcels through standardized processes. Parcels are transported as consolidated units and in depots and reloading hubs they undergo a process of industrial sorting

- ng using automatic sorting conveyors. Parcels are scanned by the courier, depot and hub in all nodal points of the transportation process, and date and time of such scanning is recorded. No additional documentation of shipping is performed.
- 4.9. When delivering, up to two (2) attempts to deliver the parcel will be made. Following the first failed delivery attempt, the addressee may ask GLS to store the parcel at any ParcelShop. After two unsuccessful attempts to deliver, the parcel will be returned to the Client.
- 4.10. In the case of delivery to the address of a recipient which is a legal entity, or natural person where shipment is to be delivered to the address of a legal entity, the parcel will be delivered to the reception point of such a legal person or another point of contact with the public (e.g. receipt of goods).
- 4.11. Unless a written contract provides otherwise, where the addressee is not reached at the first attempt at delivery, the parcel may be handed over to a person present in the home, office, headquarters or facility of the addressee if, given the circumstances, it can be assumed that the person is authorized to receive the parcel, especially if such a person produces authorization or power of attorney to accept shipments intended for the addressee. The recipient confirms receipt of the parcel by their signature on a portable electronic scanning device or a delivery note and the (digitized) signature of the recipient serves as proof of delivery. By signing, the recipient confirms that the parcel was delivered properly and it meets all necessary requirements.
- 4.12. Where the shipment cannot be delivered to the addressee or to a third party and the Sender refuses to take back the parcel, even if invited to do so by GLS, then GLS has the right to free disposal of the parcel 90 days after the date the parcel was found to be undeliverable. Parcels which cannot be otherwise used can be destroyed.

5. CASH-SERVICE (COD)

- 5.1. If the Sender entered in the order a written order for cash on delivery, GLS hands over the parcel or a document permitting to dispose of the parcel to the addressee provided the addressee pays the COD amount determined by GLS.
- 5.2. GLS will transfer without undue delay, within ten (10) days, the collected money into the account number specified by the Sender in its order.
- 5.3. If GLS for any reason fails to collect appropriate amount upon COD delivery, it will inform the Sender about this fact without undue delay. The uncollected COD amount does not entitle a claim against GLS or cause liability of GLS to the Client. The addressee still has an obligation (liability) to make payment of this amount to the Client under the original legal relationship and the general conditions of parcel insurance do not apply to any uncollected amount of the COD amount.
- 5.4. In the case of uncollected COD amount, GLS obligation to pay compensation extends up to the service charge for collecting the COD amount. GLS undertakes to provide assistance during the subsequent recovery of the COD amount.
- 5.5. When ordering COD delivery, the Sender acknowledges that GLS is a person authorized only to collect the COD amount and that GLS is not entitled to act on behalf of the Sender or to draw a contract with the recipient of the COD parcel on behalf of the Sender. GLS also points out that he/she is not an obliged person pursuant to § 2 Act no. 253/2008 Coll. on selected measures against legitimization of proceeds of crime and financing of terrorism, which does not itself mean that the obliged person is not the Sender. The Sender is obliged to respect all duties set by the Act no. 253/2008 Coll.

6. ITEMS EXCLUDED FROM TRANSPORT, PACKAGING

- 6.1. GLS does not transport the following items that cannot be covered by a contract:
 - items weighing more than 15 kg or exceeding a length of 1 m, height of 60 cm, width of 80 cm and a total perimeter length of 3 m;
 - objects poorly packaged and/or not wrapped in accordance with the packaging customary in the sector, i.e. objects which are not wrapped and protected in a manner corresponding in particular to their weight, shape, nature of the material of which they are made, and their nature, and which do not satisfy the conditions set out in Article 6.5 of these Business Conditions;
 - bundles, shipments transported in wooden crates; parcels visibly damaged;
 - perishable items that can be a source of infection, medical supplies and objects that smell bad;
 - human and animal remains;
 - live animals and plants;
 - parcels in improper packaging, especially wrapped in bags, pouches and loosely packed parcels;
 - things of high value, particularly cash, precious metals, valuables, securities, credit cards, drawn lottery tickets, genuine pearls, precious stones and jewellery;
 - artworks and objects with sentimental value;
 - thermally unstable objects requiring controlled temperature;
 - ammunition, firearms, flammable, 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 within the meaning of Act No. 119/2002 Coll., on firearms and ammunition, as amended);
 - narcotic and psychotropic substances;
 - tires; rims with and without tires;
 - pressure vessels;
 - liquid goods, in particular goods packed in buckets, cans, tins, glass containers, etc.;
 - mail addressed to PO Box of the recipient;
 - excise goods in the case of export shipments (i.e. parcels destined for transport outside the Czech Republic), especially alcoholic drinks and tobacco products;
 - items listed as hazardous goods on the list according to the European Agreement concerning the International Carriage of Dangerous Goods (ADR) (promulgated under no. 64/1987 Coll.) and the International Air Transport Association (IATA);
 - items with a value greater than CZK 20,000.- and the equivalent of EUR 800 for export shipment;

- items and parcels whose sending is prohibited by any applicable law or regulation (e.g. due to their content, the intended recipient or country from/to which they are being sent). Applicable law includes all laws, subordinate legislation (e.g. decrees, regulations or measures) under which sanctions may be imposed, as well as any trade restrictions and economic sanctions against countries, persons or entities (e.g. embargoed), including measures introduced by the United Nations, the European Union and the Member States of the European Union;
 - shipments to countries outside the European Union, i.e. all destinations subject to customs regime;
 - shipments within the European Union for the following destinations: Andorra, Ceuta, Gibraltar, Greece, Livigno, Malta, Melilla, San Marino, Cyprus, the city of Büsingen am Hochrhein (postal code D-78266), overseas territories and all European islands except Great Britain and Ireland and islands belonging to Germany and Croatia.
 - for parcels delivered abroad, goods accompanied by the ATA Carnet international document;
 - regarding shipments transported by air, items prohibited by the European Parliament and Council (EC) Regulation no. 300/2008 on common rules in the field of civil aviation security and repealing Regulation (EC) no. 2320/2002, as amended, and legal rules adopted for its implementation, i.e. especially weapons, explosives or other dangerous devices, articles or substances that may be used to commit an act of unlawful interference that jeopardizes the security of civil aviation.
- 6.2. The Sender is obliged to respect the above exclusions of items from transport and must carry out appropriate checks of the content and packaging of parcels before handing them over to GLS. GLS accepts shipments exclusively in closed packages.
- 6.3. If the Sender submits to GLS for transport a parcel containing items excluded from carriage under Article 6.1 and 6.2 without a prior written consent by GLS, the Sender bears in accordance with the law full liability for damages and costs incurred by GLS or third parties, including, but not limited to, the obligation to reimburse costs of the necessary measures taken to prevent damage or reduce risk (e.g. provision of an intermediate storage, return transportation, disposal, cleaning, handover to the carrier which is not subject to exclusion of the shipment content etc.).
- 6.4. GLS accepts parcels for shipment which are sealed and with intact packaging without checking their content. GLS does not check parcels in order to identify whether they violate the aforementioned prohibitions.
- 6.5. When packaging parcels, Senders shall observe the following conditions.
- You can only send properly closed and sealed parcels with an address label that have no long or sharp protrusions.
 - Space of the box must be filled optimally, it is necessary to ensure that the packaging material is of reasonable size and quality, and that the entire space of the box is filled so that the goods are protected from damage. The goods can never be directly in touch with the shipping cardboard box.
 - Fragile goods must be packed in styro-foam or other filler material; the word „fragile“ or similar warning serves only as information and does not provide protection of the goods.
 - Electronic devices sent for repair should be packed in their original packaging and complete with a suitable filler material.
 - Bottles and jars placed in the parcel should be packed in the package certified for the parcel transport. Moreover all items placed in the parcel must be protected by protective layers placed not only between each other, but also above and below each of them.
 - Goods of irregular shape, the packaging of which is difficult, must be secured against damage – wrapping by the shrink film and using another layer of wrapping material beneath.
 - Sides of cardboard boxes must be sealed with tape.
 - The address label and stickers indicating specific services must be attached to one of the largest sides of the parcel.

7 RIGHTS OF DEFECTIVE PERFORMANCE, COMPLAINTS

- 7.1 Rights and obligations regarding the rights of defective performance are governed by generally binding regulations and, if the Sender is also a consumer, then also by the provisions of § 1914 to 1925 of the Civil Code. The procedure for exercising and enforcing the consumer rights with regard to faulty performance shall be governed by the relevant generally binding legislation, particularly the provisions of the Civil Code and the Consumer Protection Act.
- 7.2 The Sender makes a complaint about the defect by sending a written notice to the address Průmyslová 5619/1, 586 01 Jihlava, by email to info@glz-czech.com, or by fax on: +420 567 771 111 without undue delay after the defect could be identified. The defect can be complained about no later than six (6) months from the completion of delivery of the parcel. First sentence of the notice shall contain identification of the parcel which is subject to the right of defective performance, decisive facts for exercising the right of defective performance and the exercised right of defective performance.
- 7.3 Complaints Department address in writing all the claims and complaints and observations within the shortest possible time, but not later than within 30 days from the time the complaint is made.

8 CLAIMS, DAMAGES

- 8.1 GLS is liable for damages only to the extent provided by law or an international treaty (e.g. the Convention on the Contract for the International Carriage of Goods by Road (CMR), i.e. GLS is not obliged to pay compensation in the form of lost profits or other consequential damages which the Client or third parties may incur, in particular contractual penalties and fines. If the Sender has not closed a supplementary insurance, GLS will compensate for damages beyond the limit up to:
- the purchase price of the item which is the subject of the shipment;
 - current value in the case of a used item;
 - auction price of the item for items acquired in an auction; whichever amount is the lowest in this case, but also up to a maximum amount of CZK 6,000.- for each individual parcel.
- 8.2 Every single parcel transported by GLS under the contract is insured against all risks to the value of CZK 6,000.-.

9 DISPUTE RESOLUTION / JURISDICTION

- 9.1 In accordance with the Law on Consumer Protection, the Sender, as a consumer, has a right to extrajudicial settlement of consumer disputes under the Contract („consumer dispute“). The entity of extrajudicial settlement of consumer disputes in accordance with the Law on Consumer Protection is the Czech Trade Inspection or another entity authorized by the Ministry of Industry and Trade. More information can be found on the Czech Trade Inspectorate website at: www.coi.cz and the Ministry of Industry and Trade at: www.mpo.cz.
- 9.2 Any disputes arising from the Parcel Forwarding Contract concluded between GLS and the Sender will be resolved exclusively by Czech law and decided by competent courts of

the Czech Republic. Territorial jurisdiction is provided by the court located at the place of GLS registered address.

- 9.3 In case of doubts, the issue of the Business Conditions in the Czech language shall prevail. 10 PRIVACY POLICY
- 10.1 The Sender understands that under the terms of Act No. 101/2000 Coll. on the personal data protection and on the amendment to some acts, as amended (hereinafter referred to as “Act on Protection 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 the personal data of the Sender stated in contractual documents, or obtained from other relations related to the mutual collaboration of the Sender 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 the customer database of GLS for the purpose of fulfilling the obligation implied by the Forwarding Contract, further for the purpose of the legitimate interests pursued by the Controller, and further for the information, administrative and registration purposes related to maintaining of legal obligations of GLS. When providing forwarding services, GLS is the Controller of personal data.
- 10.2 GLS processes personal data exclusively for the purposes of providing forwarding and shipping or additional services (services with value added) based on the agreed forwarding contracts in the scope in which they were provided to GLS based on the forwarding contracts, in particular within the following scope:
- the name, surname, address for the purpose of Parcel delivery or returning,
 - the telephone number for the purpose of notification and providing information on the delivery status,
 - the e-mail address for the purpose of notification and providing information on the order status, confirmation of contract conclusion and business negotiation when direct marketing with goods and services offers of the Forwarder or newsletter may be sent to the provided e-mail, while the Sender has an option to reject this service in every business message sent,
 - the account number for the purpose of choosing and sending COD,
 - the IP address solely for the purpose of claims proceedings when a client rejects ordering a service or for checking of unauthorized accesses,
 - Cookies for the purpose of website transparency improvement, for signing in/out to/from a web service, for website attendance assessment.
- 10.3 Personal data processing is lawful when a contract is concluded between GLS and a person providing the personal data, and thus personal data processing is necessary to fulfil the contract, or the necessity is given for the purposes of legitimate interests pursued by GLS or a third party (the Sender, the Recipient), e.g. for the purposes of litigations, complaints handling and marketing, and the necessity is further given for the compliance with legal obligations (e.g. tax and customs laws).
- 10.4 The Sender is allowed to pass exclusively the personal data which he/she controls as a Controller of the personal data. Providing personal data by the Sender is voluntary; nevertheless, if the personal data is not provided, GLS is not able to provide forwarding and shipping services.
- 10.5 The Sender undertakes to procure a legitimate purpose (e.g. the consent) for processing personal data as defined in the Personal Data Protection Act and in Article 6 Par. 1 GDPR in all persons participating in the business relation between GLS and the Sender, esp. in the Recipient, so that GLS could duly comply with the obligations arising from the Forwarding Contract and from other applicable national and international legislation and of international penalty clauses (embargo), and further undertakes that if GLS transfers personal data of Recipients or any other participants, 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 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 Sender is liable for any damage caused to GLS and commits themselves to compensate all the damage caused to GLS.
- 10.6 GLS and the Sender 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 Sender as related to their provided services. GLS as well as the Sender are mutually obliged to provide all the possible collaboration when processing replies to requests and complains of data subjects.
- 10.7 GLS has the right to maintain the personal data for the time which GLS may need for exercising any rights against third parties, or for the time which a third party, esp. the Sender or the Recipient, 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).
- 10.8 The principles of maintenance and processing of personal data as well as the rights and duties related, incl. the rights of data subjects and safeguards of security of personal data, are included in the document on data protection which is available on the website www.gls-czech.com.

11 FINAL PROVISIONS

- 11.1 Contact details of the Seller: The mailing address is Průmyslová 5619/1, 586 01 Jihlava, and e-mail address is info@glz-czech.com.
- 11.2 Business Conditions and the Parcel Forwarding Contract are governed by the Czech law. The rights and obligations of the Parties which are not covered by these Business Conditions or the Parcel Forwarding Contract are governed by generally binding legal regulations, particularly the Civil Code and the relevant international treaties in the field of transport by which the Czech Republic is bound (Convention on the Contract for the International Carriage of Goods by Road (CMR), as amended (promulgated under no. 11/1975 Coll.), Convention for the unification of certain rules for international carriage by air, as amended (i.e. the Montreal Convention, promulgated under no. 123/2003 Coll., international contracts) and the Convention for the unification of certain rules for international carriage by air, as amended (i.e. the Warsaw Convention, promulgated under no. 15/1935 Coll.).
- 11.3 If any provision of the Business Conditions and/or the Contract becomes invalid or unenforceable, it shall be replaced by a provision, the meaning of which is the closest to it. Invalidity or unenforceability of any provision shall not affect the validity or enforceability of the remaining provisions of the Business Conditions and/or the Contract.
- 11.4 The limitation period for all legal claims against GLS expires after one year.
- 11.5 The Sender is not entitled, without the consent of GLS, to assign or pledge any claim arising between GLS and the Sender.
- 11.6 Any changes or amendments to the Contract or Business Conditions require a written form.
- 11.7 These Business Conditions shall become effective on 25th May, 2018.