

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

Claims Handling Rules

- The system of **General Logistics Systems Czech Republic, s.r.o.** (hereinafter referred to as **GLS**) uses modern and safe technology that maximally reduces the risk of damage, while maintaining a high quality of service. **GLS** guarantees the high quality of shipping services on condition that the shipment is packaged by the **Shipper** in accordance with conditions for packaging under the **GLS General Business Conditions**, and in accordance with standard sector-specific requirements for packaging of items shipped via express parcel service network. Refer to the **Packaging Manual** for recommended packaging information.
- GLS** constantly monitors shipment movement using scanning at each transport point in the **GLS** system, which thus reduces incorrect routing of shipments and the resulting consequences to a minimum. After handing over for transportation **GLS** weighs taken shipments and simultaneously registers them in the information system. If, despite all the care and professionalism, damage to a package occurs, the settlement of claims arising therefrom is subject to these **Claims Handling Rules**, which complements the current **GLS General Business Conditions**.
- Liability for damages caused by unavoidable circumstances (force majeure) shall be excluded.
- Claims based on apparent interference or damage to the packaging must be filed upon delivery at the latest. A protocol on the **GLS „Protocol of Damage“** form must be drawn up with the courier on the spot on the scope of damage or partial loss of the contents of the shipment.
- If damage is discovered that was not apparent upon delivery a claim for compensation arises only in the case it is submitted in writing by the **Client** to **GLS** within 3 working days of the delivery or return of the shipment to the **Shipper** and if the caused damage was demonstrably caused by the service provider. If the claim for damages is not submitted under the above conditions it automatically expires.
- In other cases not listed in previous paragraphs, grounds for compensation claim are established only in the event such a claim is submitted by the **Client** to **GLS** in writing within 60 calendar days from the day the parcel was passed over for transport provision.
- The **Receiver**, or the **Shipper**, as the case may be, shall provide **GLS** with a sufficient opportunity to inspect the damaged shipment, either in person or by a proxy. The **Receiver**, or the **Shipper**, as the case may be, shall refrain from handling the shipment prior to its inspection, and is required to retain its packaging until the end of the claim process. If the **Client** fails to submit its claim within the above deadline, fails to present the shipment for inspection by **GLS**, or in the event of unauthorized handling of the shipment, the **Client's** claim for damages shall be void.

1. Claim Handling Process

- The claims handling procedure is based on the **General Business Conditions** of the Carrier – **General Logistics Systems Czech Republic, s.r.o.**, Company ID no. 260 87 961, with its registered seat at Průmyslová 5619/1, 586 01 Jihlava (**GLS**).
- Claims against **GLS** shall be filed solely by the **Client** (usually the **Shipper** and payer for the service) in writing to the mailing address or by email: reklamace@glS-czech.com.
- After notification of the claim, **GLS** will acknowledge its receipt, and will ask for the necessary documents required for its execution.
- GLS** will settle the claim within the shortest time possible, however, no later than 30 days from the receipt of all necessary documents.
- In the event complete claim documentation is not received by **GLS** within 30 days, the claims handling process will be discontinued.
- In the case of a recognized claim **GLS** compensates for the repair costs, or the calculated discount, or the usual value of the goods according to the documents supplied by the **Client**.
- If the purchase price is not sufficiently documented the compensation is granted a maximum of 80 % of the sale price, unless it exceeds the usual price.
- A letter containing the outcome of the claim handling process will be sent by **GLS** by registered mail to the mailing address of the **Client** or to the mailing address from which the claim was reported.
- An appeal in writing against the rejection of the claim can be made, which will be processed within 30 days.

2. Required Documents

a) Damaged shipment

- Filled-in **GLS** „Claim for Damages“ form.
- Proof of the contents of the package and the value of goods (e. g. delivery note, sales invoice, etc.), specifying the items damaged and their quantity.
- Proof of the amount of damages suffered.
 - costs of re-acquisition of the damaged items (e. g. purchase invoice, calculation of production costs, affidavit of acquisition/production costs, etc.), or
 - cost of repair, or
 - calculation of the discount from the sales price.
- Copy of the Protocol of Damages, if it has been issued.
- If the goods were being sent for service/returning after service, a note must be attached explaining why the repair was necessary.
- Photographic documentation of the whole package (label, packaging, filling material, goods and its location in the shipment, etc.)

Note: If it is not possible to submit a sales invoice together with a standard purchase invoice, at least one of the invoices must be submitted to verify the value of the damaged goods, the second document may be accompanied by a delivery note or affidavit (e.g. sales invoice + solemn declaration of purchase price, calculation, etc., or purchase invoice + delivery note, transfer, etc.)

b) Loss of shipment

- Filled-in **GLS** „Claim for Damages“ form.
- Proof of the contents of the package and the value of goods (e.g. delivery note, sales invoice, etc.).
- Proof of the amount of damages suffered.



- Costs of acquisition of the lost goods (e.g. purchase invoice, calculation of production costs, affidavit of acquisition / production cost, etc.).
- If the goods were being sent for service / returning after service, a note must be attached explaining why the repair was necessary.
- In the event the package has not entered the GLS system (no „registration“ scan at the depot or the sorting centre) – a copy of the GLS “Confirmation of Receipt of the Shipment” form which the courier issued on the day of dispatch when picking up the packages.
- In case the package was shipped to the wrong address – affidavit of the **Receiver** that the claimed shipment was not received.

Note: If it is not possible to submit a sales invoice together with a standard purchase invoice, at least one of the invoices must be submitted to verify the value of the damaged goods, the second document may be accompanied by a delivery note or affidavit (e.g. purchase invoice + solemn declaration of purchase price, calculation, etc., or purchase invoice + delivery note, transfer, etc.)

c) Partial Loss

- Filled-in GLS “Claim for Damages” form.
- Proof of the contents of the package and the value of goods (e.g. delivery note, sales invoice, etc.), showing the missing items and the number of missing pieces.
- Proof of the amount of damages suffered.
 - cost of acquisition of the lost goods (e.g. purchase invoice, calculation of production costs, affidavit of acquisition / production cost, etc.).
- Copy of the Protocol of Damages if there is confirmed that the package had any signs of external damage upon delivery.
- If the goods were being sent for service/returning after service, a note must be attached explaining why the repair was necessary.
- Photographic documentation of the whole package (label, packaging, filling material, goods etc.), especially the damaged place where the goods could be partially lost. GLS has the right to arrange the collection of the item in question for personal inspection.

Note: If it is not possible to submit a sales invoice together with a standard purchase invoice, at least one of the invoices must be submitted to verify the value of the damaged goods, the second document may be accompanied by a delivery note or affidavit (e.g. purchase invoice + solemn declaration of purchase price, calculation, etc., or purchase invoice + delivery note, transfer, etc.)

3. Other Provisions

- If, in the event of damage to the shipment, the damage can be repaired on the spot, which is preferable in terms of transport costs, GLS will pay the repair costs if the claim is justified, but does not cover depreciation.
- In the event of partial damage to the shipment, only the cost of replacement or exchange shall be covered (provided that the claim is considered justified). The liability for damages shall not apply to “lost profit” or various sanctions.
- GLS shall not be liable for damages caused by inadequate packaging due to the nature of the contents of the package, or by using inappropriate packaging material, or if the damage to the contents of the shipment occurred as a result of insufficient internal packaging while the outer packaging was undamaged.

- GLS employees handle packages labelled „Fragile“, „Keep It Upright“, etc., with utmost care and caution, however, this does not increase the liability of GLS for the damage to the shipment, and the **Shipper** is obliged to pack the shipment in a manner that complies with the transport conditions and guarantees that the contents of the package will be undamaged.

- If there is no damage to the outer packaging of the fragile content shipments (glass, porcelain, bottles etc.), GLS shall not be responsible for any damage, even in case that it caused partial damage to the contents of the shipment (e.g. if part of the contents poured out).

- GLS shall not be responsible for damage to fragile items, if this was due to insufficient internal packaging of the shipment, while the outer packaging was undamaged.

- If partial damage of the contents of the shipment occurs during transport, the damages are determined based on the damaged proportion of the contents and the total value of the contents of the shipment.

- Damages cannot be claimed in the case of multiple-package shipments. Tied or otherwise linked shipments are completely excluded from transport under the **General Business Conditions**.

- Compensation for damages in the case of shipment of used goods is calculated with respect to their amortization

- In the case of occurrence of a loss event, GLS shall have the right to decide whether to pay the cost of repair of the contents of the shipment, or refund the injured party.

- If the shipment is shipped in its original factory packaging and its contents are not inspected upon receipt, no claim for damages arises. Nor is it the case when the contents of the shipment were delivered in a different packaging that was undamaged and the integrity of the contents of the shipment was not checked upon receipt.

- As long as the packaging is intact, GLS shall not be responsible for any mechanical, electrical, or electronic damage to contents even though the internal packaging was sufficient, if, during handling by GLS, no extreme events occurred (e.g. accident of the courier vehicle, etc.).

- Oxidation, rust or discoloration of the transported goods does not establish a right to compensation

- If the shipment contents were insured in a different way during transport, GLS shall settle the loss only if the insurance premium paid was less than the value of the shipment, by paying the difference between the benefits from other insurance source and the acquisition value of the shipment, however, up to the amount specified in the **GLS General Business Conditions** and the contract with the **Client** as a maximum.

- In the event of any damage to the package, GLS, or its representative, shall have the right to investigate the insured event on the spot or to pick up the shipment, therefore it is necessary to prevent handling of the damaged shipment until an insured event report is made. GLS undertakes to carry out such investigation no later than within 30 working days of being informed about the insured event.

