



**GLS General Logistics Systems Slovenia, logistične storitve d.o.o.**

Cesta v Prod 84, 1260 Ljubljana

Hereinafter referred to as:

GLS Slovenia

# General Terms and Conditions for Parcel Distribution and Parcel Handling

**General Business Conditions** apply to all business activities performed by **General Logistics Systems, logistične storitve d.o.o.**, Cesta v Prod 84, 1129 Ljubljana (hereinafter referred to as 'GLS Slovenia') in connection with the transport, sorting, storage of parcels and all activities related to parcel transportations within Slovenia and the GLS international network, irrespective of whether GLS Slovenia itself carries out a parcel delivery or leaves it to an authorised third party. GLS Slovenia is in this respect entitled to independently select business partners or third parties. The GLS Group Network is a network of companies that are related to the Dutch-based company **General Logistics Systems Holding B.V.** and other network partners.

## 1. Introduction

GLS Slovenia carries out domestic and international parcel deliveries, provides services for all parties who enter into a contractual relationship with GLS Slovenia or use the online application [Pošljipaket.si](https://posljipaket.si) and settle their obligation under agreed conditions.

In exceptional cases, GLS Slovenia reserves the right to refuse the signing of a contractual relationship, to refuse the fulfilment of the contract or to freeze it for certain amount of time.

In Slovenia, delivery is carried out at the usual reception point for postal services at the consignee, which corresponds to the first door of the building. GLS technology enables parcel tracking throughout the process.

Upon receipt of the transport document or by signing the Cooperation Agreement, the Sender acknowledges that they are aware of the General Terms and Conditions of GLS Slovenia and are in agreement. The General Terms and Conditions form an integral part of the Cooperation Agreement.

Payment of transport services is possible with cash or via the POS terminal according to the pro forma invoice or after the invoice is issued in the case of contractual cooperation.

General Terms and Conditions define the services and the obligations undertaken by GLS Slovenia as service provider, and all conditions governing the action required from the Customer in order that GLS Slovenia may perform the forwarding of parcels at the appropriate standard of quality.

GLS Slovenia provides parcel tracking throughout the whole process, regardless of whether deliveries are provided for by contractually-bound carriers.

By accepting the General Terms and Conditions, the contracting parties agree to receive newsletters about new services and other news regarding GLS Slovenia via e-mail. This agreement can be terminated by each contracting partner by unsubscribing from the e-mail newsletter. To unsubscribe from the newsletter,

click the unsubscribe button present in each e-mail newsletter.

## 2. Customer Service Department

At the company headquarters, GLS Slovenia provides support for its Customers. The Customer Service Department operates on working days between 7:30 to 19:00. Upon Customer request, this Department also provides information on parcel delivery (IOD), proof of delivery (POD) and handles any complaints related to parcel delivery.

Information related to the delivery status of parcels is based solely on the parcel number.

The Customer Service Department is reachable via:

- telephone: +386 1 500-11-90;
- e-mail: [narocila@gls-slovenia.com](mailto:narocila@gls-slovenia.com) and [info@gls-slovenia.com](mailto:info@gls-slovenia.com).

Information on the status of parcels can be obtained from the second day following parcel dispatch on the **Napaka! Sklicna hiperpovezava ni veljavna**. website, using the Track & Trace menu point and entering the parcel reference number.

Within the Customer Service Department, GLS Slovenia have created a special department intended for parcel recipients. This Department operates across all working days between 7:30 a.m. and 7:00 p.m. The Addressee can call the number +386 1 500 11 90 and request information on their parcel citing their reference number.

## 3. Enquiries, Complaints and Dispute Management

a) From the Customer Service Department, the Customer can obtain information on parcel delivery (IOD) or request proof of delivery (POD) in reference to a parcel reference number.

b) In the case of information being required regarding a parcel sent after the above-mentioned period, the time for information transfer is extended to 3 business days.

c) Proof of delivery (POD) is sent free of charge, with this only applying to a maximum of 5% of dispatched parcels per month.

d) In addition to information on parcel deliveries, the Customer Service Department also welcomes any written complaints or claims on damage and forwards them to the GLS Slovenia Damage Claims Administrator.

e) Upon receipt of the complaint, the person responsible ensures that the reports are investigated and informs the complainant of their findings in writing.

f) Complaints may be submitted in a Customer Complaint Book at the headquarters of GLS Slovenia or at any other business units belonging to the Company. The Customer Service Department checks the notes in the Complaint Book at minimum on a weekly basis, and the complaints are processed according to the established procedure and within the appropriate time frame.

g) The Customer Service Department addresses all the complaints in writing as quickly as possible and at the latest within 30 days of receipt of the complaint.

h) If GLS Slovenia fails to respond to the complaint within the specified deadline, or the complainant is not satisfied with the reply given by GLS Slovenia, then the complainant may – within 60 days from the receipt of the response – contact the Market Inspectorate of the Republic of Slovenia.

All complaints shall be recorded and all possible causes of complaints shall be resolved in accordance with the provisions of the ISO standards.

#### **4. Objectives of the General Terms and Conditions of Business and Regional Validity**

GLS Slovenia carries out parcel transportations, giving priority to contractual partners. The contractual relationship is based on a concluded Cooperation Agreement. The period of validity of the Cooperation Agreement depends on the mutual agreement of both parties, which they agree upon when preparing the offer and concluding the contractual relationship. When entering into a contractual relationship, GLS Slovenia supplies the contracting party with appropriate labels or transport certificates for the proper dispatch of parcels. GLS Slovenia also enters data on the contracting party into its own information system and enables smooth contractual cooperation.

The General Terms and Conditions are valid for all activities of GLS Slovenia and include parcel collection, delivery, sorting, loading, unloading, handling and reloading, and temporary parcel storage in cases of unsuccessful delivery. They also apply to parcel forwarding into countries within the General Logistics Systems Network.

The General Terms and Conditions apply exclusively for services related to transport that are covered by contracts concluded with GLS Slovenia. They do not therefore apply to the delivery of imported parcels, as in such cases Customers conclude a contract with a GLS Slovenia partner company and thus adhere to the General Conditions of the foreign partner.

Services provided by GLS Slovenia:

- 24-hour business parcel delivery service (Business Parcel) and small business parcel delivery (Business Smallparcel) across Slovenia (next day delivery, information on delivery times);
- parcel delivery services to all EU Member States and to Turkey, Norway, Switzerland

and Serbia. This cooperation is pursued within the GLS General Logistics Systems Network;

- import of parcels sent from any of the Member States of the GLS General Logistics Systems Network and from Switzerland. The customs clearance of these parcels is effectuated in accordance with the instructions of the Addressee and their delivery.

#### **BusinessParcel**

A rapid and efficient door-to-door parcel delivery service across Slovenia. Parcels, collected anywhere across Slovenia, are delivered the next working day during usual business hours (between 8:00 a.m. and 4:00 p.m.). A second delivery attempt is free.

#### **ExpressParcel**

Urgent parcels will be delivered within the agreed time: by 9:00 a.m., 10:00 a.m. or no later than by noon on the next working day after the day on which the parcel was initially picked-up. An additional service fee is charged in addition to the standard delivery price. This service is available only in certain towns and for those using the online Connect application, which also include a list of locations. In case the agreed delivery time is exceeded by more than 15 minutes, and GLS Slovenia was responsible for the delay, the cost of the express service is reimbursed.

#### **BusinessSmallParcel and ExpressSmallParcel**

Special handling for parcels up to 2 kg includes separate sorting, separate transport, special GLSbags and a simplified procedure for labelling small parcels using the GLS triangle for this purpose, length 10cm – 40cm.

Domestic and international parcel transport: at the request of the Sender, GLS picks up and delivers parcels to the location specified by the Customer. At all times - from pick-up to final delivery - the parcel is constantly tracked. The Sender can also track their parcel at anytime and obtain information related to it. Proof of delivery (POD) is available for inspection

(within the limits of the applicable restrictions). GLS Slovenia commits to verify the address and to deliver the parcel to the verified address in the event of a change of address. A second delivery attempt is included in the service following a first unsuccessful delivery. At the request of the Sender or Addressee, the parcel will be delivered to another or to the original address at a different time.

### **EuroBusinessParcel** and **EuroBusinessSmallParcel**

Reliable, fast and efficient road distribution of 'door-to-door' parcel deliveries with short transit times in 36 European countries.

Export parcel forwarding (internationally integrated parcel distribution service): the parcels are delivered by foreign contracted partners of General Logistics Systems while ensuring that the parcel remains - from pick-up to delivery - under the surveillance of General Logistics Systems and that the information, related to the parcel as well as proof of delivery, can be retrieved at any time (within the limits of the applicable restrictions).

With respect to export parcels, the transit time (from the pick-up to the delivery of the parcel to a depot in a targeted country that also effectuates customs clearance (these procedures are not included in transit time)) depends on the destination country and can vary from 1 to 6 working days following pick-up. The time required for customs clearance varies according to local regulations, and the related charges are borne by the Customer or the Addressee. If the Addressee does not fulfil their payment obligation related to customs clearance in the case of an export parcel, GLS Slovenia will charge these costs to the Customer.

In the event of a change of address, GLS undertakes to verify the address and to perform delivery to the verified address. This service includes a second delivery attempt following

an unsuccessful delivery. In certain countries, following the first delivery attempt, the parcel is stored at the GLS ParcelShop closest to the Addressee's address (the specified delivery address), where the Addressee can collect their parcel. If the Addressee fails to collect the parcel by the deadline indicated in the relevant notice, the parcel is returned to the Sender without another delivery attempt.

Value-added services that may be provided to Customers for a surcharge:

#### **Guaranteed24Service**

Guaranteed next-day parcel delivery – with this service, GLS Slovenia undertakes to ensure delivery on the next working day after pick-up. If the agreed delivery time is not met through the fault of GLS Slovenia, GLS Slovenia will reimburse the cost of transport and twice the amount of surcharge for this service.

#### **Pick&ReturnService**

Pick-up and delivery – At the request of the Customer, GLS Slovenia collects a parcel from the specified location and delivers it to the Customer's address anywhere in Slovenia. This service can be used for domestic or international transport.

#### **Pick&ShipService**

Pick-up and delivery to a third party - at the request of the Customer, GLS Slovenia collects a parcel from the specified location and delivers it to any address in Slovenia. This service can be used for domestic or international transport.

#### **CashService**

Cash on delivery – payment is collected from the recipient of the parcel is transferred at least twice a week to the Customer's bank account. The additional fee for the service includes the cost of the bank transfer within the given country. The fee for the service is also charged in the event of an unsuccessful attempt to hand over the parcel. When sending export parcels, a Customer must have an open bank account in

the country where they are sending goods subject to payment on delivery: in Croatia, Slovakia, Czech Republic, Hungary or in Romania. Payment for COD by GLS Slovenia can be settled (according to the Customer's preference) with cash, using a debit or credit card at a courier POS terminal, or via a GLS ParcelLocker.

### **ExchangeService**

Parcel exchange - delivery of the parcels to the Addressee with a simultaneous pickup of a return parcel. When choosing this additional service and actually accepting the new parcel, the Sender will be charged for the cost of the additional service and the cost of delivery of an exchanged parcel.

### **ContactService**

Call before delivery - Possible combinations with Business-Parcel and Business-Small Parcel. As with any other service, the Customer can opt for this particular service while entering data into the IT system. When using Contact-Service, the Addressee's telephone number must be indicated on the parcel label in addition to the usual data. GLS drivers are obliged to call the Addressee and inform them about the delivery itself and the delivery time. The service is charged and visible as an additional specification item on the invoice.

### **AddresseeOnlyService**

To the Addressee - By ordering this service, the Sender specifies and names the person to whom the parcel is intended. Delivery of the parcel takes place upon presentation of ID by the Addressee. The number corresponding to the latter's ID document must be indicated on the transport document.

### **DayDefiniteService**

Delivery on a specified day - by ordering this additional service the Addressee can pre-determine the date for delivery of the parcels. The maximum delivery time is 5 working days from the day on which the parcel is accepted into the postal network.

### **DocumentReturnService**

Document management - A solution when accompanying documents of the dispatched parcel must be signed by the recipient and then returned to the Sender. GLS Slovenia's General Terms and Conditions do not apply to this service.

### **StandbyService**

Addressee to collect - Use this service if you want to keep the parcel at one of the GLS units based on a prior agreement, from which the Addressee can then pick it up. Contact details of GLS units are published on our website or you can call the Customer Service Department.

### **DeclaredValueRefundService**

An additional compensation - under the Compensation Form in case of damage or loss can be drawn separately per parcel. The maximum value of compensation for domestic and international transport is EUR 2,000. The service can be ordered by completing the GLS Connect form, GLS Connect Online Application and My GLS.

### **SMSService**

SMS notification - the day before delivery, the Sender informs the Addressee of the parcel delivery. The text is compiled by the Sender and may include a parcel identification number and the amount that will be payable upon delivery. The telephone number of the GLS Customer Service Office is also automatically added. This service can only be ordered using GLS Connect, GLS Connect Online Application and My GLS, and the message should not exceed 130 characters.

### **PreAdviceService**

In the morning, GLS sends an SMS message informing the Addressee of the estimated time of delivery. The SMS contains the parcel identification number, the estimated time of delivery (as a three-hour delivery window) and the telephone number of the GLS Customer Service Office. The service can only

be requested via GLS Connect, GLS Connect Online Application and My GLS.



### **FlexDeliveryService**

If an additional service is ordered, GLS Slovenia will try to deliver the parcels to the Addressee up to three times and offer, in addition to this, five alternative delivery options. The Addressee receives access via e-mail or SMS to an online application, where they can request either delivery to a new address, to one of the GLS depots or GLS ParcelShop, or opt for a second delivery day without a signature (to a mailbox). If there are no instructions given, the parcel will be automatically delivered to the address originally provided on the fifth day. This service can be ordered on a flat-rate basis for all parcels or ad-hoc based via GLS Connect, GLS Online Application and My GLS.

### **ShopDeliveryService**

When using ShopDelivery-Service, the parcel will be delivered directly to the selected GLS ParcelShop or GLS ParcelLocker. When sending multiple parcels to the same Addressee, each parcel is charged separately. Addresses, locations and opening hours can be viewed on our website.

### **ManualHandlingService**

In the case of using the manual handling service, we will provide special care when handling your parcel: it will not be sorted by strips but manually. In the case of transport of goods excluded from the General Terms and Conditions, GLS Slovenia does not take responsibility for damage incurred during transport and is not liable for the resulting damage.

### **LateCollectionService**

LateCollection or late pick up of the parcels is a service where your parcels are collected in the afternoon, between 5:00 p.m. and 7:00 p.m. The Customer can choose to use the service only upon prior arrangement with the Sales Department. When this service is activated, it applies to all of your parcels and it cannot be separately selected

for each parcel. Price for a service is charged for each package separately.

COD with payment card (BankCardService) allows Customers to pay COD with a payment card. The service is charged to the Sender; For domestic parcels: 1.13% of the value of COD, for international parcels (export parcel): 1.5% of the value of COD.

### **ContactlessDeliveryService**

Due to the intensive spread of the new COVID-19 virus in Europe and Slovenia, GLS Slovenia has introduced contactless delivery from 23 March 2020 as a preventive measure to protect the health of Senders, recipients and couriers. This service is selected by the recipient via the Flex Delivery manager (Mojpaket.eu). In this case, the recipient does not sign the 'scanner', but the courier instead enters the recipient's first and last name, and a service code (CLD) is displayed in the signature field. In doing this, the recipient receives the parcel without contact and confirms receipt of the undamaged shipment. This also removes the right to claim compensation for the absence of a signature from both the recipient and the Sender.

### **ThinkGreenService**

This is a service that we have introduced to coordinate and proactively promote diverse activities within the GLS Group. Its basic objectives are responsible resource management, emission reduction and waste optimisation. We will keep you updated with any new updates aimed at protecting the environment and encouraging green delivery as they unfold.

### **SimpleReturnsService**

This is a service that we offer to companies or online shops to give their Customers the possibility of returning inappropriate goods.

## **5. Parcels, Transport Documents, Packaging, Addressing, Dispatching**

The responsibility of the Sender is to ensure that adequate packaging is used. The Sender is also obliged to properly use the transport document that includes all the necessary data of the Addressee (the exact name, address, postcode and city, country name, phone number and contact person) as well as to ensure that the correct weight of the parcel is clearly visible.

Carefully and professionally packaged goods ensure that the dispatched parcel - after parcel sorting with a conveyor belt and additional handling - is in a condition suitable for efficient road transport and allows successful delivery to the destination address. GLS Slovenia takes responsibility only for properly packaged and addressed parcels. In case of inadequate packaging, GLS Slovenia reserves the right to repackage such a parcel in proper packaging and charge all additional costs related to this undertaking.

The export parcel must be accompanied by all transport documents required for export in international traffic and previously approved by the International Services Department: the addressee's address on each package, accompanying export invoices (in triplicate, including samples and free packages). Delays due to incomplete or missing documents are the responsibility of the sender or the person who issued the incomplete documents; it must also reimburse the additional costs incurred by GLS Slovenia. Before each export of customs packages, the export documentation must be sent to [carine@gl-slovenia.com](mailto:carine@gl-slovenia.com)

Conditions relating to parcel packaging:

- The user can send packages that are completely closed.
- Parcels with long and sharp edges are not suitable for transport.
- We do not accept and deliver parcels on pallets.
- The user must ensure that adequate packaging and quality materials are used. The parcel needs to be optimally protected: only

the appropriate size, the quality of the packaging and a completely filled interior space protects the goods against possible damage.

- Fragile items must be appropriately packaged with Styrofoam, bubble wrap or similar upholstery material. 'Fragile' stickers serve only as a warning and does not constitute protection of the contents of the parcel.
- Electronic devices, intended for repair, must be packaged in their complete, original packaging and be properly padded.
- Accumulators and batteries must be wrapped only in transparent foil.
- Car tires can only be packed in pairs. They must be fastened together so that they cannot separate during transport.
- Plastic bottles must be protected individually from all sides with the use appropriate inner padding.
- Goods that cannot be properly packaged should be additionally and adequately protected before wrapping with foil.
- The parcel should be closed from all sides and glued preferably with adhesive tape, which has the Sender's logo on it.
- GLS Slovenia does not accept parcels that are interconnected, as they can be separated from each other and, in such case, only the delivery of the parcel that is adequately packaged occurs. In this case, GLS Slovenia assumes no responsibility for undeliverable parcels.
- The name, address of the Addressee, transport certificate, stickers for additional services and other designations must be affixed to the largest area of the parcel.
- When using a monetary service (Cash-Service), the full amount must be displayed in electronic form as well as on the parcel itself.
- Hazardous goods must not be handed over even with external labelling.

GLS Slovenia tries to avoid causing damage to parcels in all cases and ensures that the delivery process takes place smoothly. At the same time, the Customer Service Department provides free of charge advice to Customers concerning the proper dispatch and packaging of parcels.

GLS Slovenia reserves the right to levy for manual handling according to the valid price list

for the parcels that require this sort of handling and are not able to be placed on conveyor belts.

The 'Fragile' label does not relieve the Sender from the obligation to apply proper packaging methods for the goods, as the label does not protect the contents of the parcel.

## 6. Parcel Collection

Parcel collection takes place at the address of the Sender or under agreed conditions (address and time) that are agreed on at the time of the conclusion of the contractual relationship. GLS Slovenia is entitled to a maximum of 30 minutes delay before or after the agreed time in the Cooperation Agreement.

The Sender can also submit a parcel to any of GLS Slovenia's business units (the list of business units is published on the website [www.gls-slovenia.com](http://www.gls-slovenia.com)). Accepted parcels are usually delivered on the next business day after they were handed over to GLS (valid for service in Slovenia).

The GLS Slovenia driver does not check if the sent parcel is appropriately packaged, but has the right to refuse acceptance based on visually inadequately packaged parcels.

Upon acceptance of the parcel, GLS Slovenia will issue a certificate of acceptance of the parcel and confirm only the number of accepted parcels.

Scanning and weighing of parcels take place on GLS Slovenia's electronic scales. GLS Slovenia drivers do not weigh parcels.

The Customer has several types of documents for parcel identification:

- A copy of the label with which the parcel is equipped (MAXI label)
- Self-adhesive identification number of the parcel (while using the MINI or MAXI label, it

is possible to use two labels with a parcel identification number)

- List of sent parcels printed out from GLS Connect Online, GLS Connect or My GLS.

The basis for the calculation of the services is the number of sent and successfully delivered parcels and the weight of each parcel. Services are charged per parcel.

The Customer receives precise information on the number and weight of the parcel(s) (specification) in an electronic form.

## 7. Delivery

Upon delivery a parcel is properly packaged and equipped with a legible delivery address. When a driver arrives at a delivery address, they cannot wait. If they wait, the delivery process may be interrupted.

The GLS Slovenia driver hands over a parcel in exchange for the signature of the Addressee or other person if it is assumed that they are entitled to receive the parcel. This primarily includes people who are present at the premises of the Addressee or other people in possession of the appropriate letter of authorisation.

The Addressee finally confirms delivery by signing GLS Slovenia's delivery note list. The driver may request the recipient to indicate their name in addition to the signature. This data is then stored in the scanner, where all the data concerning delivery is available via telephone or electronically.

During the confidential parcel delivery (Addressee Only Service), the recipient must prove their identity based on a personal document. In addition to the signature of the Addressee, the ID number present on their identity card or passport must also be recorded.

When using CashService, a parcel is only delivered in return for payment and the Addressee must sign a receipt. The Addressee may not examine the content of the parcel



beforehand.

## 8. Weight and Size Limits for Parcels

GLS Slovenia provides parcel transportation for parcels which weigh up to 40 kg and do not exceed the following dimensions: a length of no more than 200 cm, a height of no more than 60 cm and a width of 80 cm, provided that the overall height, width and length ( $2 \times \text{height} + 2 \times \text{width} + 1 \times \text{length}$ ) does not exceed 300 cm.

If the parcel is larger than the maximum dimensions allowed, GLS Slovenia reserves the right to charge additional costs incurred in connection with this. Absolute weight shall be taken into account when calculating transport costs. If the calculated volumetric weight exceeds the actual weight of the parcel, GLS Slovenia has the right to charge transport costs on the basis of the determined volumetric weight ( $H \times L \times W / 10.000$ ).

A parcel that is forwarded for international transport must be packed in cardboard packaging, with maximum weight 40 kg and may not exceed following dimensions: length from 10 cm to 200 cm; height from 15 cm to 60 cm and width from 5 cm to 80 cm, provided that the sum of  $2 \times \text{height} + 2 \times \text{width} + 1 \times \text{length}$  does not exceed 300 cm. In international transport, the service period is from 2 to 6 working days and does not include the time of transport from the Sender's address to the GLS export centre and from the GLS import centre to the Addressee, nor does it include the time spent effectuating customs procedures and force majeure to which GLS cannot influence.

Using the Business Small Parcel service - Small Business Parcel and Express Small Parcel - Small express individual parcels must have a maximum permissible weight of 2 kg and length of 40 cm.

GLS Slovenia collects each parcel at the Customer's address or at the ordinary location for pick-up, in accordance with the information provided in the Cooperation Agreement. The weight is



automatically assigned to the parcel's identification number. The weight of an individual parcel forms the basis for the automatic billing of services.

With parcels exceeding the specified dimensions, there is a risk that they will not be delivered in a timely manner. In such cases, GLS Slovenia is entitled to redirect such parcels to other carriers and any transport costs of such parcels are transferred to the Sender. With respect to these parcels and the General Terms of Compensation in the event of damage or loss, a time guarantee for delivery does not apply.

## 9. Types of Goods Excluded from GLS Slovenia Services

Types of goods that are generally not accepted for delivery:

- Goods prone to destruction by nature.
- Perishable goods.
- Human remains, live animals or plants.
- Goods in bags, sachets, bulk goods and goods in wooden crates.
- High value goods, precious metals, paintings and other works of art, as well as objects with sentimental value.
- Antiques, securities and other documents with monetary value.
- Jewellery, fur, gold, silver, money and coins.
- Goods requiring storage at specified temperatures.
- (Prohibited) Weapons, (prohibited) ammunition and explosive materials.
- Parcels with long and protruding parts.
- Parcels that are strapped together to form a single unit.
- Glass, glass objects, ceramics, stone or other easily breakable materials
- Delivery at P.O. boxes.
- Drugs.
- In the case of domestic or international deliveries exceeding a value of EUR 2,000, state-controlled products, alcoholic beverages and tobacco products.
- Inappropriately packaged goods and goods that are not suitable for transport via parcel distribution.
- Oversized and/or overweight parcels (if they exceed size limits set out in Point 8).
- Fragile products and other goods for which special rules are laid down in transport.

- Lithium metal batteries are completely excluded from airfreight transport. For all other types of Lithium batteries, IATA/DGR regulations must be complied with and the Sender is responsible for providing the correct and complete documentation.
- For all international deliveries parcels with personal belongings considered as goods subjected to exercise duties and charges, and goods accompanied by ATA documentation will be rejected. It is forbidden to send goods which, in accordance with legal provisions, including resolutions and measures adopted by the United Nations, prohibit or infringe any Member State of the European Union or the country of origin, transit or destination of any trade or economic restriction, or sanctions currently in force.

## 10. Service

GLS Slovenia as a mass parcel provider carries out parcel transportations. Deliveries are carried out by the contractual partners who are monitored during the entire process by GLS Slovenia which ensure their quality service provision. All services provided by the contracting carriers are visible on the invoice as provided services and are not indicated separately.

GLS Slovenia accepts closed and undamaged parcels for transportation without checking their contents as well as after delivery of closed parcels to the Addressee.

By way of exception, GLS Slovenia has the right to inspect the contents of parcels if there are grounds to suspect that they violate the provisions of Article 9. If GLS Slovenia discovers such parcel during transport or storage, it shall notify the Sender accordingly. The Sender must collect the parcel at the GLS headquarters or business unit at their own expense.

Scope, characteristics and conditions of the services:

1. The content of the services: parcel acceptance is carried out in GLS Slovenia's business units,

central depot, at the address of the Sender or at the site designated by the Sender.

2. The service of parcels: the service is completed correctly when the parcel arrives at the usual reception location at the address of the Addressee against the signature of the Addressee or the person for whom it can be concluded is authorised to receive the parcel.

3. Delivery time: service across Slovenia is carried out according to the 'door-to-door' system for all parcels handed over to GLS Slovenia (between 8:00 a.m. and 8:00 p.m.), while a 24-hour mark indicates delivery service on the following day.

In accordance with the General Terms and Conditions, the Customer may also order ExpressParcel (morning delivery) to the locations in Slovenia specified in the list provided by GLS (deliveries are performed by noon on the next working day).

When dispatching parcels from GLS ParcelLocker or GLS ParcelShop, the delivery time is between 1-2 business days.

Delivery time in international parcel transport is from 2 to 6 working days and does not include the time of transport from the Sender's address to the GLS export centre and from the GLS import centre to the Addressee, nor does it include time spent effectuating customs procedures and force majeure to which GLS cannot influence. Country-specific transit times are described in the International Transport Services Tenders. When transported goods are subject to customs procedures, the transit time shall be extended accordingly to the time when such customs procedures are carried out.

4. Delivery attempt: After the first unsuccessful attempt, a second attempt is free of charge. If the parcel cannot be delivered due to an incorrect, incomplete or wrongly written address, or due to the Addressee's absence or if the Addressee refuses

to take the parcel, service is deemed to be executed if GLS Slovenia leaves a notification card. In case of refusal, GLS Slovenia issues a new transportation document. In this case, GLS Slovenia can submit a parcel at a public place for storage at the expense of the Sender and notify the Sender of this action.

If the Sender does not immediately provide instructions about the further handling actions and does not assume any additional costs, GLS Slovenia may sell the parcel in accordance with the Obligations Code and cover its costs with the money received. If GLS Slovenia cannot deliver the parcel on the first attempt, the parcel is stored in the GLS Slovenia depot for a maximum of 4 days (an exception to this is if the Addressee gives a holiday notice - in such cases the parcel is stored for a maximum of 10 working days.) On the 5th day after the first unsuccessful delivery attempt, the second delivery attempt will be made. If the parcel cannot be delivered, it will be returned to the Sender without prior notice. The Addressee can collect the parcel from GLS Slovenia's business units within 5 business days.

After an unsuccessful delivery attempt (or before the first attempt upon instructions from the Sender or recipient of the parcel), GLS Slovenia may transfer the parcel to the GLS ParcelShop or GLS ParcelLocker. This delivery option has to be approved by the Addressee or the Sender, unless agreed otherwise. GLS Partner Parcel Shop Petrol will additionally charge for the takeover service of the parcel at EUR 0,45, as well as the service to process the release fee of EUR 1,05 for each parcel. Partner Parcel Shop OMV and Trafika 3DVA will also charge for the service to process the release fee of EUR 1,05 for each parcel.

Delivery to parcel shops is a deluxe service, so the recipient of the package must cover the additional costs at their own request. This also means that if the recipient withdraws from the contract and wishes to return the package, the Sender is not obliged to cover the additional cost

when collecting the package from the Parcel Store.

If the Addressee is not at the address and is not reachable via the supplied telephone number, and the delivery address is located within a distance of 3 km from GLS ParcelLocker, the driver may leave the parcel there without prior authorisation. In the case of a COD (cash on delivery) parcel, Customers may only pay for this by card.

5. Information on Delivery Service (IOD): GLS Slovenia provides information on parcels to the Sender on the next business day after the parcels were handed over to the Company. The Sender can obtain information about the parcel by telephone, via e-mail or by using the parcel tracking service on the Company's website [www.gls-slovenia.com](http://www.gls-slovenia.com). At the same time, the Sender is entitled to free of charge written or electronic proof of delivery (POD) for up to 5% of daily delivered parcels. In case of exceeding this 5%, GLS Slovenia has the right to charge for the service of issuing written or electronic POD due to the increased scope of work. The POD (Rollkarte), signed by both signatories, or instead approved and signed electronically (scanned) document, shall be considered as appropriate proof of delivery.

6. Cash on Delivery Service: GLS Slovenia carries out the delivery service only on the basis of the duly completed form by the Sender, which must be adequately equipped with all the necessary information indicating cash payment upon parcel delivery. It should not exceed the value of each parcel and is limited to a maximum allowable value of EUR 2000,00 per parcel. Cash on Delivery (COD - Cash on Delivery Service) is charged also in case of failure of delivery service or delivery.

The collected amount of fees is always transferred to the bank account of the adjudicating service entity.

When providing a Cash on Delivery service, GLS participates only in the collection of fees in accordance with the instructions of the

Customer; GLS has no right to make any declarations on behalf of the contracting authority or to conclude an agreement with

The contracting authority is obliged to comply with the provisions of the latest laws and regulations on the fight against money laundering and terrorist financing.

7. Document return services: GLS Slovenia is providing a return service only on the basis of the duly completed Additional Services Form completed by the Sender and adequately packaged parcel with all the necessary information for the service. The number of the document to be returned must be indicated on the designated space on the Additional Services Form. The accompanying documents must be affixed to the outer side of the parcel. In these agreements, General Conditions Compensation in case of damage or loss is not covered. When providing this service, GLS Slovenia employees will cooperate with Customers and recipients, so GLS Slovenia will not be able to remove any hindrances related to work. In the event that any obligations arising from the provision of these services cannot be met, for any reason, GLS Slovenia will not be financially liable for this and will not bear any consequential losses. The Customer cannot initiate a claim against GLS Slovenia for any loss related to the delivery of parcels that have been collected and delivered as closed parcels.

### **11. Parcel Transport Costs and Reimbursement**

GLS Slovenia agrees with the contracting party on the cost of delivery service and the cost of additional services in accordance with the Cooperation Agreement and The Offer for the Provision of Transport Services. In case of subsequent amendments, the additional annex to the Cooperation Agreement needs to be signed by both parties. The method of calculating additional services and the fuel surcharge can be changed.

After receiving the invoice, the Sender must pay for the transport costs on the due date of the invoice. The billing period and the time limit for the

the Addressee.



payment are laid down in the Cooperation Agreement.

The appeal period is 8 days from the date of invoice.

In case of rejected goods or goods of unusual size, the Customer will be charged accordingly against the current valid price list.

For non-EU countries, export prices are based according to the DDU Incoterms Clause (Delivered Duty Unpaid).

In addition to the transport costs, the Sender is additionally charged for the export customs clearance. The Addressee pays for customs and the tax.

For non-EU countries, the charge of import customs clearance procedures, a duty on import and VAT must also be paid.

GLS Slovenia carries out special orders for customs clearance solely on the basis of a prior agreement.

### **12. Obligations of the Customer**

The Customer is obliged to package the parcel adequately and provide it with a transport document in such a way that information about the Addressee (exact name, address, postcode and place, telephone and contact person) as well as the weight of the parcel are clearly visible. Carefully and professionally packaged goods are necessary for safe and efficient automatic sorting with conveyor belts and for suitable and efficient road transport, ensuring that the goods arrive intact at the destination address. GLS Slovenia assumes responsibility only for properly packaged and properly addressed parcels. In the event of inadequate packaging, GLS Slovenia reserves the right to repackage such parcel and to accrue additional costs incurred in this regard.

Parcels must be equipped with all transport documents required for successful delivery: an address written on each parcel, accompanied by the export accounts (three copies, which also applies when sending free samples or free parcels). Delays resulting from incomplete or missing documents are the responsibility of the Sender or the party who issued the incomplete documentation. It is the obligation of the Sender or this party to account for possible costs incurred by GLS Slovenia.

In the event that a Customer expects a concrete increase of 100% or more of the parcels sent over a certain period of time (based on the average of parcels sent in the last 6 months), the Customer is obliged to inform their sales representative or administrator at GLS Slovenia or send notice to the e-mail address: [prodaja@gls-slovenia.com](mailto:prodaja@gls-slovenia.com), at least 30 days before the expected increase. In the event that the Customer does not inform GLS Slovenia in good time, GLS Slovenia reserves the right to charge a seasonal fee of EUR 1,00 per package sent. This allows GLS Slovenia to prepare for an increased work load in a timely manner and provide adequate capacity in the GLS distribution network to ensure an adequate quality of delivery.

GLS undertakes that all packages brought to the Central Warehouse (HUB) on pallets shall be removed from the latter within 24 hours. The Customer undertakes to arrange removal within one (1) week of delivery. In the event that the Customer does not organise the removal within the specified time limit, the pallets are deemed to be the property of GLS.

The Customer is committed to meet all financial obligations due as determined in the Cooperation Agreement. When failing to comply with contractual obligations, they shall be subject to the provisions referred to in Point 14. of the General Terms and Conditions.

### **13. The Right of Disposal**

In the absence of the Addressee, the recipient and the Customer may authorise GLS Slovenia to deliver the parcel to a neighbour or another relevant person, that is to provide a signature to a driver to collect a parcel. In this case, the driver does not leave notification of delivery. In this case, whether they are written or verbal authorisations, the delivery certificate (IOD, POD) will be prepared in a modified format.

GLS Slovenia also offers its Customers the option of handing over or collecting parcels from the GLS ParcelShop. This always entails an individual contract between GLS Slovenia and the Customer.

### **14. Invoicing, Prepayments**

GLS Slovenia performs the service exclusively subject to the payment of delivery by the Customer.

An invoice for services rendered is always issued retrospectively for the period agreed in the contract, with an exception of the use of the [Pošljipaket.si](http://Pošljipaket.si) web application, in which the delivery cost is settled according to the pro forma invoice. GLS Slovenia issues invoices for the services provided, in a single amount, with the payment deadline specified in the cooperation contract from the date of issue of the invoice. Invoices are always settled via bank transfer. The specification of the invoice contains information indicating the parcel numbers, weights and fees.

The contracting parties can receive invoices in PDF format or by post.

The Customer is obliged to settle the invoice via bank transfer within the time limit specified in the contract. In the event of late payment, GLS Slovenia will charge (according to paragraph 4 of Article 2 of the Act amending the Statutory Default Interest Rate Act on the prescribed interest rate for default interest) default interest

from the first day of default and will demand the reimbursement of expenses incurred in relation to the collection of the overdue receivables.

In case of subsequent printing of invoices (transcript of the invoice), GLS Slovenia will charge EUR 3,00 + VAT for reprinting and sending invoice.

In the event of late payment, GLS Slovenia reserves the right to withhold retention of collected money originating from purchased payments and parcels. GLS Slovenia will notify the Customer of the amount and source of 'buy-out' payments that were used to offset overdue outstanding open items. If the Customer agrees to a previous agreement, this 'buy-out' payment may also be offset against unpaid invoices.

GLS Slovenia has a lien on goods and cash on delivery parcels sent or received by a contracting authority without prior notice for all costs incurred in connection with goods and cash parcels - freight charges, fees, etc. - and all other claims against the Customer arising from GLS Slovenia or its partners. If claims to which GLS Slovenia is entitled have not been paid within the time limit, GLS Slovenia is entitled to sell as much of the goods and hold as many of the cash in delivery parcels as they need to cover all claims, including the costs incurred.

If a Customer sends a parcel outside the EU and the Addressee of the parcel does not pay customs duties, the customs duties will be charged to the Sender of the parcel.

### **15. Warranty**

When using Guaranteed24 Service - while a 24-hour mark means delivery service on the following business day - GLS Slovenia ensures that the parcel is delivered the next business day. Otherwise, GLS Slovenia will reimburse the total



transport cost and twice the value of the service charge.

When choosing ExpressService, the Addressee must be available at the delivery address at least one hour before the delivery attempt. When using the service, the telephone number of the Addressee of the parcel is deemed mandatory information. In the case of incorrect or missing data, GLS Slovenia does not cover the reimbursement of the transport cost and the cost of the service. In case of delayed delivery, the consignor is entitled to reimbursement of the entire transport and service costs by GLS Slovenia. A delay in delivery service must be reported in writing to the GLS Slovenia no later than 15 days after the successful delivery of the parcel.

### **16. Liability for Loss of or Damage to Parcels**

GLS Slovenia provides compensation (parcel insurance) for the Customer, with respect to each parcel, in the event of damages attributable to GLS Slovenia. This is for damage resulting from negligent or unprofessional handling, including partial or total loss or destruction of the parcel. The fee for automatic parcel insurance in case of damage or loss of the parcels is included in the price of transport paid by the Customer. Compensation in the event of damage or loss provides coverage for direct damage, with respect to the replacement or repair value, and excludes any consequential damages.

The parcel delivery service Customer has the right to lodge a complaint immediately upon delivery, or at the latest within 30 days of delivery, if the deficiencies are not immediately visible. If the parcel delivery Customer does not file a complaint within the time periods set out in the preceding paragraphs of this Article, they shall lose the right to compensation.

The transport service provider must reply to the complaint within 30 days for the parcels that were



sent within domestic postal transport and within two months for parcels sent internationally, otherwise, the Customer of the transport service may lodge a request to an agency to resolve the dispute within 15 days after the expiry of the deadline.

Failure to meet the above deadline shall render the claim for compensation null and void.

GLS Slovenia insures for any loss or damage to the package up to an amount of EUR 200,00 for domestic and foreign packages. In such cases, payment is made to the transaction account of the claimant or to the Consignor following additional payment of compensation damage or loss of the package of a higher amount, on the basis of a previously completed Compensation Form in case of damage or loss of the package. GLS Slovenia is not responsible for the consequent loss of business.

If the insurance fee is included in the base price of the domestic service, the amount of compensation is the same as the value for acquisition, replacement or repair. This compensation may also include the service fee, but may not exceed EUR 200,00.

If the double fee for domestic service exceeds this amount, the compensation in case of damage or loss will provide coverage up to twice the cost of transport.

In the event of non- or late effectuation of a guaranteed deadline delivery service, the compensation may amount to double the service fee. It will not qualify as a damage incident, nor is compensation paid, if GLS Slovenia fulfils a guaranteed deadline order with delay for inevitable reasons beyond its control or fails to return the delivery notice, provided that GLS Slovenia credibly certifies the delivery of the parcel in its own system (IOD, POD). In such a case, the claim of the Customer can only be enforced against the Addressee, and GLS

Slovenia shall bear liability for the amount of the price of the service.

GLS Slovenia does not assume liability for late delivery of parcels that do not have a guaranteed delivery date.

Without the consent of GLS Slovenia, the Customer has no right to assign its transfer compensation in case of damage or loss to third parties.

GLS Slovenia does not bear any responsibility for valuables already included in other compensations. The Customer has the right to conclude compensation in case of damage or loss.

The service provider shall arrange for payment of the compensation, which is found to be justified, within 8 working days from the day of approval.

The procedures to be followed in respect of compensation in the event of damage or loss are governed by GLS Slovenia in the General Terms in the Event of Damage or Loss.

GLS does not cover business damage or consequently izg. Business ..

- Content excluded from transport services - the customer sends at his own risk and GLS does not take responsibility in case of possible damage.
- GLS provides compensation for damaged parcels only for parcels packed in accordance with the Guidelines for Proper Packaging and Labeling of Packages.

## **17. Limitation Clause**

Upon expiry of one year from the 15th day following dispatch, all open claims against GLS Slovenia shall expire on legal grounds.

## **18. Anti-corruption Clause**

A contract in which, in the name or on behalf of the other contracting party, the contracting entity, the representative or the intermediary of



a public sector body or organisation, promises, offers or gives any unauthorised benefit:

- to acquire a job;

a public sector body or organisation, promises, offers or gives any unauthorised benefit:

- to acquire a job;
- for a conclusion of a deal under morefavourable conditions or;
- for the waiving due control over the performance of contractual obligations or;
- for any other different conduct or omission, the damage is caused to the contracting authority, authority or public sector organisation or the unauthorised benefit to the representative of the contracting authority, authority or public sector organisation, the other contractual party or its representative, agent or an intermediary is annulled.

## 19. Validity of Subsequent Agreements

Subsequent agreements, as well as any other agreements, shall only be valid if in writing.

GLS Slovenia reserves the right, in respect to certain issues, to conclude and sign an agreement with terms that deviate from the General Terms and Conditions on certain issues, although such an agreement must not contradict the regulations listed in Point 1 or any other legal arrangements governing postal activities, and shall only be valid if in writing.

## 20. Partial Validity / Jurisdiction

If any of the provisions of these General Terms and Conditions become invalid, this shall not affect the validity of the other provisions of the General Terms and Conditions. This invalid provision must be replaced by applicable provisions which relate to the economically-oriented objective concerning repealed provisions.

In the event of a dispute, the parties may turn to the Agency for Communication Networks and Services of the Republic of Slovenia (AKOS) and  
GTC 20/06/2022

the Jurisdiction Court in Ljubljana.

## 21. General or Local Limitation and Temporary Suspension of Service Provision

GLS Slovenia may limit or temporarily suspend its parcel forwarding service on the basis of the terms of the General Terms and Conditions if this is required due to an event of force majeure or governmental regulations.

GLS Slovenia may suspend the service in certain areas or depart from the generally applied delivery schedule due to traffic-related limitations or meteorological conditions.

GLS Slovenia shall inform Customers about this limitation or suspension of the service. In such cases, the Customer cannot claim any damages.

## 22. Data Protection and Obligations of Confidentiality

1. GLS Slovenia processes and transmits data on the parcel delivery service or data obtained in connection with deliveries – an exception is in place for paragraph 2 to 6 of this provision – with due consideration to the Act on the Protection of Personal Data and the Disclosure of Data of Public Interest.

2. GLS Slovenia can inspect closed parcels only to obtain necessary information and to the extent necessary for continuity of service.

3. GLS Slovenia undertakes to:

- a) not open closed parcels unless by way of exception noted in paragraph 5 of this provision;
- b) inspect - if necessary - all parcels which are not closed for the purpose of obtaining the necessary information for dispatch, sorting, forwarding and delivery;
- c) not disclose to third parties any data obtained during the performance of the service, except to the Sender, the addressee or the organisations mentioned in paragraph 7 of this provision;
- e) not disclose to third parties any data obtained



during the performance of the service, except to the sender, the addressee or the organisations mentioned in paragraph 5 of this provision.

4. For the purposes of paragraph 3, Point D, persons who have the same authorisation as the Customer and are identified by the Customer. With respect to points C and D, these are also persons who are authorised by the Customer to GLS Slovenia and can be given information on number of parcels, password and code for accessing the web application.

5. GLS Slovenia may open a closed parcel if:

- a) the packaging of the parcel is damaged to such an extent that it is not possible to deliver the content of the parcel without prior re-packing;
- b) it justifies an action on the basis of the elimination of a hazard caused by the contents of the parcel;
- c) GLS Slovenia sells the contents of the parcel due to outstanding liabilities;
- d) required to do so for the purpose of obtaining data and to the necessary extent for effective delivery.

6. The opening of parcels is regulated by GLS Slovenia's code, with minutes being kept on such procedures. The fact that the parcel has been opened must be indicated on the parcel. Likewise, it is necessary, if possible, to inform the Sender about this action and at the same time to state the reasons for the opening of the parcel.

7. As a transport service provider, GLS Slovenia must provide appropriate organisational and technical measures to protect parcel data confidentiality on the basis of the applicable rules. GLS Slovenia is obliged to provide data on parcels to organisations that possess the right on the basis of the law, and is obligated by law to allow these organisations to effectuate other interventions related to the parcels.

8. We have ensured that every purchase through our website <http://www.posljipaket.si> is completely

safe. All confidential data transmitted over the internet (personal data, information on purchase and payment card numbers) are properly encrypted and cannot be read by third parties. The [www.posljipaket.si](http://www.posljipaket.si) online centre uses a 128-bit encryption key and SSL (Secure Socket Layer) technology. Maximum security during transport is provided by mechanisms used by banks, financial institutions and the best online stores.

Authorisations and transactions with payment cards are carried out through the authorisation bank's centre, with which GLS Slovenia has concluded a contract for card payment. Card authorisations are executed in real time with immediate verification of data in the banking system. Card information is not stored on GLS Slovenia's servers.

To protect personal data, the Customer is also responsible to ensure the security of their username and password and the corresponding software (with updated antivirus protection) of their computer.

Consumer Information Concerning Online Dispute Resolution (ODR): The European Commission has set up an online portal for resolving disputes between parties (ODR portal). This portal serves as a contact point for the out-of-court settlement of disputes between the parties, which relate to the obligations of online sales or services. Consumers can access the portal through the link: <http://ec.europa.eu/consumers/odr>. GLS Slovenia e-mail: [info@gls-slovenia.com](mailto:info@gls-slovenia.com).

The use of the GLS Mobile app is completely safe and operates in compliance with the Personal Data Protection Act (Official Gazette of the Republic of Slovenia No 94/07, Personal Data Protection Act 1).



Definitions in General Terms and Conditions:

IOD – electronic or verbal information on parcel delivery status.

POD – written certification proving the parcel delivery (Proof of Delivery).

Delivery note list – printout document that GLS use for the purpose of parcel delivery on which the Addressee confirms acceptance of the parcel.

Transport document – necessary form or label filled out by the Sender, necessary for the correct labelling and smooth transport of parcels.

Scanner – a device used for the electronic recording of data throughout the parcel's delivery.

Customer, Sender – any contractual or non-contractual partner who uses and pays for GLS Slovenia's services.

Force majeure – determined in paragraph 1 of Article 153 of the Law of Obligation.

The General Terms and Conditions are valid from 20/06/2022.

GLS Slovenia has published The General Terms and Conditions on the company's website [www.gls-slovenia.com](http://www.gls-slovenia.com). The General Terms and Conditions form an integral part of any contract or contract offer between GLS and its Customers. The General Terms and Conditions will also constitute an inseparable part of any contracts they may be concluded.

Additional information on the use of services – detailed description of services, printed materials, forms, additional instructions for the correct completion of forms and the appropriate preparation of parcels before dispatching – shall be forwarded by GLS Slovenia upon the request of the Customer in printed or electronic form. Instructions for appropriately preparing parcels are published on the company's website [www.gls-slovenia.com](http://www.gls-slovenia.com)