

COMMERCIAL TERMS AND CONDITIONS

Slovak Parcel Service s.r.o.

1. General Provisions

- 1.1 The Commercial Terms and Conditions shall be applicable for express domestic delivery services and other delivery services performed by Slovak Parcel Service s.r.o. (hereinafter “**SPS**” or the “**Carrier**”). Derogation from the Commercial Terms and Conditions shall only be possible based on a written agreement.
- 1.2 A shipment shall be governed by the pricelist for Services and these Commercial Terms and Conditions, i.e. depending on the type of ordered service. The individual types of services, fees and their relevance for the Commercial Terms and Conditions are stipulated in the pricelist. The Commercial Terms and Conditions and the pricelist are available on the website: www.sps-sro.sk.
- 1.3 The Commercial Terms and Conditions shall be binding for the Sender from the moment of agreement on the contractual relationship.
- 1.4 The express delivery service of freight is the express domestic delivery of freight. Such shipments shall be collected, transported and delivered in the fastest way possible. Domestic delivery shall be provided by SPS.
- 1.5 The Carrier offers the following services as part of domestic delivery:
- 1.5.1 Express services **with guaranteed** delivery time:
 - Until 12:00 service
 - Until 09:00 service
 - Saturday delivery
 - 1.5.2 Express services **without guaranteed** delivery time:
 - Express service
 - SPS Parcel Shop service
 - 1.5.3 Supplementary Services:
 - Cash on delivery supplementary service
 - Return document supplementary service
 - Telephone notification supplementary service
 - SMS notification supplementary delivery service
 - Supplementary insurance supplementary service
- 1.6 Shipments shall be collected at SPS service centres, or by authorised collaborators of SPS at a place agreed with the Sender.
- 1.7 The handing over, collection, shipping, delivery of shipments and pricing of shipping rates shall be provided by SPS pursuant to these Commercial Terms and Conditions.

1.8 Basic terms

- Carrier** shall mean Slovak Parcel Service s.r.o. which performs the collection, sorting, shipping and delivery of shipments (hereinafter the “**Carrier**” or “**SPS**”).
- Recipient** shall mean the natural or legal person to which the shipment must be delivered and which is identified on the shipment as the Recipient (hereinafter the “**Recipient**”).
- Sender** shall mean the natural or legal person to which is sent the shipment and which is identified on the shipment as the Sender (hereinafter the “**Sender**”).

Parcel	shall mean an item taken over by the Carrier for shipment, which they are obliged to ship from a specific location (sending place) to another specific location (destination) (hereinafter “ Parcel ”).
Shipment	shall be a letter, Parcel or other shipment taken over by the Carrier for shipment, and which they are obliged to ship from a specific location (sending place) to another specific location (destination). A single shipment may consist of several Parcels handed over for shipment on the same day, at the same time, from the same Sender for the same Recipient (hereinafter “ Shipment ”).
Stamps and Vouchers	is a type of payment product and a form of financial assets including postal stamps, stamps, meal vouchers, lottery tickets, holographic stamps and telephone cards, gift vouchers if they have value which can be disbursed after their issuance for use.
Cash on Delivery	shall mean a Parcel or set of Parcels taken over by the Carrier for shipment for the delivery. The Carrier shall be, in the event of Cash on Delivery, obliged to collect the relevant financial amount from the Recipient of the Shipment based on the Sender’s instruction. This financial amount shall become, following the delivery of the Shipment, a receivable of the Sender against the Carrier and the Carrier shall transfer the same to the account specified by the Sender, or may set it off against any receivable against the Sender (hereinafter the “ Cash on Delivery ”).
SPS Parcel Shop	shall mean the premises of SPS, or a contractual partner of SPS, where the Recipient can personally collect the Shipment or hand over a Shipment.
Contractual Partner of SPS	shall mean an entity with a concluded valid Collaboration Agreement with SPS for a SPS Parcel Shop service, for personal handing over and personal collection of Shipments.
Service Agreement	shall mean a contract between the Sender and the Carrier in written form based on provisions of Act no. 513/1991 Coll. The Commercial Code (hereinafter the “ Service Agreement ”).
SMS Notification	shall mean the sending of information related to the delivery of Shipments in a scope decided on by the Carrier by electronic transmission using the mobile telephone number provided to the Carrier by the Sender.
E-mail Notification	shall mean the sending of information related to the delivery of Shipments in a scope decided on by the Carrier by means of electronic transmission using the e-mail address provided to the Carrier by the Sender.
Taking-over Letter	shall mean an accompanying document of the Shipment, which shall contain identification data of the Sender and Recipient relating to the Shipment and a list of Shipments taken over.
Contactors of Shipment	shall mean a natural or legal person which orders the delivery of the Shipment from the Carrier.
Delivery Sheet	shall mean a statement of the contents of the Shipment to be delivered to the Recipient, on which the Recipient shall confirm the receipt of the Shipment by his signature.
Defective Parcel Label	shall mean an improperly printed parcel label which is, for example, unreadable or incomplete or has a different size. An Unreadable Parcel Label shall mean an improperly printed, i.e. interrupted printing / no toner or smeared toner. A parcel label may not be a covered barcode or a barcode

covered by any foil. An **Incomplete Parcel Label** shall mean a label with, for example, an incomplete barcode, i.e. it is incomplete and SPS cannot further process it.

The parcel label must be attached to a flat area of the parcel, i.e. the barcode cannot be wrapped around the edge of the parcel and in A6 format, 148 x 105 mm.

Minimum dimension of parcel must be in the format of the parcel label.

ePPD is an electronic cash register receipt which is automatically generated after the payment of the delivery amount (hereinafter the “ePPD”). The electronic version of the cash register receipt is equivalent to the paper version and compliant with all prerequisites pursuant to valid legislation. The ePPD shows if the delivery amount was paid in cash or via a payment card. The recipient who prints the ePPD is not entitled to charge any fees to the company, SPS, which he incurs (i.e. toner and other administrative acts related to this).

Non-deliverable freight is freight which cannot be delivered to the recipient; and becomes non deliverable. Non-deliverable freight is freight that was not accepted, not taken over by the storage deadline, the address on the freight is incomplete, inaccurate or unreadable, the recipient is unknown, or the recipient died.

Reporting a claim claims must be made in writing, i.e. electronically via a web form on the website of SPS (www.sps-sro.sk), or at a post office.

2. Shipping Times

2.1 Early distribution of a Shipment with guaranteed delivery time shall mean its delivery or an advice of delivery to the Recipient's address:

2.1.1 for **Until 12:00** Shipment – next business day after the day of collection of the Shipment, by 12:00,

2.1.2 for **Until 09:00** Shipment – next business day after the day of collection of the Shipment, not later than 09:00,

2.1.3 for **Saturday delivery** service – delivery or advice of delivery of Shipments on Saturday. The Carrier shall only provide a Saturday delivery express service for Shipments collected on a Friday immediately preceding the Saturday on which the Shipment must be delivered. The Saturday delivery express service cannot be used for Shipments collected on days other than Friday. In the event that the Friday and/or Saturday is a public holiday, the Saturday delivery service will not be provided. The Saturday delivery shall only be applicable for selected cities defined in an up-to-date and valid pricelist and in the time period specified on the website.

2.2 For the Shipments delivered by the Express service, distribution shall mean their delivery or advice of delivery to the Recipient's address as a rule on the next business day after the day of collection.

2.3 Advice of delivery shall mean a failed attempt to deliver the Freight with the leaving of a written notification to the Recipient on a performed attempt to deliver the Freight by means of written notification and/or SMS on the notification of delivery and/or an e-mail notification, assuming that SPS has the telephone number or e-mail address. If the Recipient of the Freight has a full mailbox, is not identified by his name or cannot be reached, i.e. the post box is located behind a locked door, the written notification to the Recipient of the Freight cannot be left.

- 2.4 A collaborator of SPS shall not be obliged to contact the Recipient of a Shipment by phone if the Sender does not use the Telephone Advice service.
- 2.5 The Carrier is not obliged to provide services not ordered by the Sender.
- 2.6 The Sender acknowledges that the Carrier will only use data on the Recipient in the scope provided by the Sender and exclusively for the purpose of delivery of Shipments.

3. Shipping Terms and Conditions

3.1 Shipments may be sent to any address in the Slovak Republic. The address is the data serving for the delivery of the Shipment. The address includes the first name and family name, or complete title of the Recipient, address or residence (place of business) of the Recipient which is identified by the name of municipality, street name if the municipality is split into them and by the description or orientation number. Shipments cannot be sent to P.O. boxes, post boxes and poste restante.

3.2 The maximum weight of a single Parcel (unit) may not exceed 70 kg and the maximum dimensions of a single Parcel (unit) may not exceed a length of 270 cm and the sum of the circumference and length may not exceed 330 cm. If the Parcel exceeds the above weight or dimension limits, the Carrier reserves the right to return the Shipment to the Sender.

3.3 The Carrier shall be authorised to surcharge for the following:

a) **Heavy parcel:** Parcels with a weight greater than 30 kg,

b) **Additional handling charge for:**

- any item locked in an external shipment container from metal or wood,
- any cylindrical subject (e.g. barrel, drum, bucket, tyre, tube) which is not packed in a shipment container from corrugated board,
- any Parcel with the longest side exceeding 150 cm,
- any Parcel which cannot be processed by the sorting line due to the nature of the Parcel, whose minimum two dimensions are greater than 150 x 60 x 60 cm,
- any parcel not packed in regular packaging from corrugated cardboard and/or packed in thin packaging (i.e. thin foil, thin paper)
- any Parcel whose contents are an ADR Item based on a mutual agreement of the Carrier and Sender,
- any Parcel which requires handling by two persons,
- which is unpacked and/or which is unsecured or packed in a way not corresponding with its weight, size, form, nature, fragility, or which is by SPS for the above reasons repacked or packed during shipment.
- subsequent collection of the amount of cash on delivery from the Recipient in the event that the Sender requests it after the successful delivery of the Freight and he did not prior to the moment of mailing the Freight state whether the Freight is sent with a supplementary Cash on Delivery service,
- subsequent amendment of missing or incorrect data on the parcel label by SPS,
- subsequent production of a new parcel label in the required dimension and quality,
- any type of Parcel not mentioned in the above clauses for which it was subsequently found that additional handling is required.

A detailed specification of individual Parcels requiring additional handling is available in the brochure on website: www.sps-sro.sk.

If essential, SPS shall be authorised to pack/repack Parcels such that they comply with the required standards for Parcel shipment. SPS reserves the right to charge a surcharge for such additional repackaging for the used packaging material.

- c) **Seasonal period:** SPS reserves the right to charge during the period between 01.11. and 24.12. a seasonal surcharge for individual Shipments in an amount pursuant to the current Pricelist of SPS.
- d) **Customs clearance:** for each individual Shipment requiring customs clearance (e.g. issuance of a uniform customs declaration) in the amount pursuant to the current pricelist of SPS.
- e) **Crisis situation:** The company SPS reserves the right to charge a crisis fee in the event of a crisis situation for each delivery in an amount pursuant to the current pricelist of the company SPS. A crisis situation is a period of time during which the safety of the state is immediately endangered and the constitutional bodies of the Slovak Republic may, after fulfilment of specified conditions, declare an emergency, emergency condition or exceptional situation. A crisis situation is also a legal situation, consisting of an extraordinary, unforeseeable, unavoidable event, which restricts or otherwise adversely impacts the company SPS with regard to the provision of transportation services.

- 3.4 The Carrier shall be authorised to charge the fee stipulated in Clause 3.3 of these Commercial Terms and Conditions for each item a) to e) separately. Individual surcharges for subsequent handling are stipulated in the valid pricelist of SPS.
- 3.5 If the Carrier accepts a Parcel for shipment which requires additional handling stipulated in Clause 3.3 of these Commercial Terms and Conditions, he reserves the right to use third party services for such Parcels at the Sender's expense. In such an event, the Carrier does not warrant compliance with the normal shipment time, nor compliance with other shipment standards pursuant to these Commercial Terms and Conditions. Due to additional handling required from SPS and subsequent potential delay due to the processing of such a Shipment, SPS shall not provide for such a Shipment the money back warranty for Until 9:00 and Until 12:00 services.
- 3.6 Each Parcel must be packed and sealed in a way corresponding to its weight, form and nature, and also the method and time of the shipment of the Parcel. The Parcel must also be secured in such a way that it can be handled by a single person to minimise the possibility of damage by transportation on a roller line. The packaging and closure of the Parcel must protect against pressure, temperature changes or damage due to repeated handling and must prevent the content from being accessed without leaving a visible damage trail. Individual parts of goods must be in each Parcel separately packed in protection material and used in such a way that they will be mutually sufficiently protected against impact (e.g. by using filling between individual parts of goods). Damping material must be positioned on the bottom and top of the packaging, thus increasing the protection of goods during shipment. Bundling several Parcels or items into a single Shipment is unacceptable. The Sender shall be liable for the proper and adequate packaging of the Parcel. The Sender shall be liable for the damage which may occur due to the use of faulty, damaged, unsuitable or insufficient packaging of the Parcel.
- 3.7 The labelling "Fragile Goods" does not relieve the Sender from liability for correct packaging. It draws attention to the need for careful handling of the Parcel, but such Parcels must also be carefully packaged. When handling such Parcels, SPS is not obliged to follow the labelling of Parcel orientation (e.g. "Up" arrow or labelling "This side down").
- 3.8 Goods for repair, replacement or goods where the Sender or Recipient claim damages must be sent in original packaging and all already used shipment labels must be removed from the packaging by the Sender.
- 3.9 For fluids, plastic packaging should be preferred ahead of glass and absorption material must be used around the packaging. If glass packaging is used for fluids, special cardboard packaging for the shipment of fluids sold by the Carrier must be used.

- 3.10 Parcels must be packed and sealed such that the health of SPS personnel is not jeopardized and to exclude any hazard, if it contains items that could injure SPS personnel who are handling it, and to not pollute or damage other Parcels or equipment of SPS.
- 3.11 The following may not be shipped: unpacked Parcels and Parcels which are unsecured or packed in a way not corresponding with their weight, size, form, nature of content, above all fragility, or those for which data on the Sender or Recipient of the Parcel is missing, which are visibly damaged, Parcels that contain: money, cheques, valuables, jewellery (except for jewellery and watches with retail price up to EUR 100 per Parcel which do not contain precious metals and stones), precious metals, investment metals, credit cards, documents, medical prescription, securities, precious stones, pearls, art objects, collections, antiquities, living flowers, glass and fragile items without solid packaging, animals, remnants of people and animals, and/or urn with ash, medical waste, fluid inks, adhesives and other fluid substances that could be damaged during shipment, or could damage other Parcels or equipment of the Carrier, radioactive material, pyrotechnics, explosive, flammable, self-igniting, oxidizing substances, poisonous, infectious, caustic and other harmful substances, as well as substances which could undergo natural impairment (destruction) during the shipment, such as quickly deteriorating food and other similar items of a biological nature (SPS shall not be liable for such damage).The following may also not be shipped: drugs, intoxicants and psychotropic substances, pornography, palletised Shipments, Parcels exceeding the weight or dimension limitations stipulated in Clause 3.2 of these terms and conditions, white goods, bundled Parcels or items or substances where the shipment is prohibited or regulated pursuant to valid legal regulations of the Slovak Republic (hereinafter “**ADR Items**”*)
(* ADR Agreement - Provisions on Dangerous Substances and Items) may not be shipped.SPS reserves the right to reject Shipments that are, in its opinion, for economic, safety or operating reasons unsuitable for shipment in the shipment network of SPS. If the Sender hands over for shipment goods other than those declared, or goods excluded from shipment SPS has the right to reject the shipment and return the goods to the Sender at the Sender’s expense. In such an event the right of the Sender to make a claim, as regards damages to the Shipment or delayed delivery shall expire.
- If the Sender hands over to the Carrier a Shipment defined in Clause 3.11 of these Terms and Conditions without his knowledge or approval, a contract will not be concluded and the Carrier does not bear any liability for any damages occurred in connection with the acceptance of the Shipment and its subsequent handling. The Sender is, in such an event, obliged to meet the Carrier’s expenses related to this and the overall damage.
- 3.12 Senders who have concluded a valid Service Agreement with the company, or prepare the Shipment via a customer application may request the Cash on Delivery supplementary service. Cash on Delivery amounts will be credited to the Sender’s account in the currency valid in the Slovak Republic. The maximum amount for cash on delivery is EUR 5,000. The Sender is obliged to notify SPS of a planned change to their bank account in advance in writing.
- 3.13 The maximum value of a Shipment without “additional insurance” may not exceed the amount of EUR 1,000.00. The maximum value of a Shipment with ordinary “additional insurance” may not exceed the amount of EUR 33,000.00.
- 3.14 If a Sender hands over a Shipment containing the personal data of data subjects and this is lost during the shipment, the Carrier does not bear any liability if the Sender suffers any penalty or damage in connection with personal data protection.
- 3.15 If the Sender knowingly hands over Freight for shipment to the Carrier defined in Clause 3.11 of these Commercial Terms and Conditions, SPS shall not bear any liability for any damage occurred in connection with the acceptance of the Freight and handling of the Freight. In such an event, the Sender shall be obliged to defray SPS for all related expenses, as well as for the total occurred damage. SPS does not waive its right to reject the performance of shipment by the acceptance of Freight for shipment,

4. Handing over of Shipments

- 4.1 Shipments may be handed over on the basis of a concluded valid **Service Agreement** or without it.
- 4.2 The Sender is obliged to append to the Service Agreement a copy of a registration document (excerpt from the Trade Registry, excerpt from business registry, or excerpt from other registry stipulated by the law, e.g. registry of associations, etc.) a copy of proof of an assigned tax identification no. , or tax identification no. for VAT and notify SPS about its banking details. In the event of changes to the above documents, the Sender is obliged to inform SPS of such changes without unnecessary delay.
- 4.3 A shipment may be handed over:
- by collection of the Shipment at the Sender's premises by a collaborator of SPS;
 - at SPS service centres, a list of which is stipulated in the valid pricelist
 - at the SPS Parcel Shop.
- 4.4 The Freight must be collected at the Sender's address based on a preceding written, e-mail, or telephone or personal agreement, or via a form on the website www.sps-sro.sk. Each service centre of SPS has stipulated limit times for picking up of Freight, which are stated on the website: www.sps-sro.sk.
- 4.5 Upon the handing over of a Shipment, the Sender must append a correctly completed parcel label and Taking-over Letter issued by SPS for each Parcel. The Signing of the Taking-over Letter by the Sender and SPS results in the conclusion of a contractual relationship on shipping. The Sender will receive as proof of the handing over of a Shipment for shipping the original of the Handing-over Letter. Upon the collection of a Shipment, SPS is authorised to verify the identity of the Sender, i.e. above all, but not only, based on the provisions of Act no. 297/2008 Coll. on protection against laundering of the proceeds of crime and funding of terrorism and on amendments of some acts. If the Sender refuses to verify their identity, SPS is not obliged to take over a Shipment from the Sender.
- 4.6 A sender who concludes a valid Service Agreement with SPS will receive a customer application from the Carrier. A sender who does not conclude a valid Service Agreement with SPS will receive a parcel label and Taking-over Letters from a collaborator of SPS upon the handing over of the Parcel, or they can process the accompanying documentation via the Carrier's application on SPS's website.
- 4.7 The Sender shall on the parcel label and the Taking-over Letter complete all data pursuant to the printed form and confirm with their signature on the Taking-over Letter that data stated by them is true, correct and complete. The Sender is liable for damages which may be caused to SPS by the breach of this obligation. In the event of poorly printed parcel labels and of parcel labels which cannot be read by the scanner, SPS is authorised to charge surcharges for subsequent handling. The Sender is in such a case fully liable for poorly printed parcel labels and parcel labels which cannot be read by the scanner, see clause 1.8 Basic Terms - Defective Parcel Label. The Sender is also obliged to remove all old, used or invalid labels from Parcels, otherwise SPS is not liable for the delivery of Freight by the agreed time. Stating incorrect or incomplete data on the parcel label and/or poorly printed parcel labels and parcel labels which cannot be read by the scanner and/or Taking-over Letter relieves SPS from the obligation to deliver Freight on time pursuant to Clause 2 of these Commercial Terms and Conditions. If the performance of shipping requires special documents, the Sender is obliged to hand them over to SPS not later than at the time of the handing over of Freight for shipment. The Sender shall if required allow SPS to inspect the contents of Freight.
- 4.8 On the parcel label and Taking-over Letter, a Sender shall complete all data pursuant to the printed form and confirms by his signature on the Taking-over Letter that data stated by him is true and correct. The Sender is liable for damages which may be caused to SPS by the violation of this obligation. The Sender is also obliged to remove all old, used or invalid labels from Parcels, otherwise SPS is not liable for the delivery of a Shipment by the agreed time. The stating of incorrect or incomplete data on the parcel label and Taking-over Letter relieves SPS from the obligation to deliver

the Shipment in time pursuant to Clause 2 of these Commercial Terms and Conditions. If the performance of shipping requires special documents, the Sender is obliged to hand them over to SPS by the handing over of the Shipment. The Sender shall, if required, permit SPS to inspect the content of a Shipment.

- 4.8 SPS is obliged to undertake the labelling of every Parcel with a self-adhesive parcel label. On the self-adhesive parcel label must be stated: identification data of SPS (trade name and registered address, contact telephone, contact website), date of collection of the Parcel, posting number of the Parcel, weight of the parcel and identification of the Sender and Recipient of the Parcel.
- 4.9 The Sender is obliged to provide SPS with complete and accurate data on a Shipment in electronic form, by the moment of the handing over of the Shipment, and is liable for the accuracy of data provided in electronic form. In the event of differences between data sent in electronic form and data stated in written form in documents forming the accompanying documentation of the Shipment, the data sent in electronic form shall be decisive. If the Sender does not state sufficient data on the Shipment which is required for the delivery of the Shipment, SPS reserves the right to charge an additional handling surcharge due to the missing data. The relevant surcharges are stipulated in the current pricelist of SPS. If the Sender electronically transmits data on Parcels/Freight, but the Sender does not physically deliver the Parcels/Freight, such electronic data on Parcels/Freight will be automatically deleted within two (2) business days.
- 4.10 Data on the weight of Parcels established by the collaborators of SPS upon the collection of Parcels at the Sender's premises are only of an informative nature. SPS performs the reweighing of Parcels with a designated weighing machine at SPS centres. In the event of the establishment of a difference between the weight of a Parcel stated on the parcel label and the Taking-over Letter and the weight established by SPS on a designated specified weighing machine SPS is authorised to correct the difference and to charge rates pursuant to the weight measured by SPS.
- 4.11 A designated weighing machine shall mean a weighing device which is subject to regular control by the metrological institute or an entity authorised by it.
- 4.12 SPS reserves the right to, but it is not obliged to, open or check or view by X-ray device at anytime any Parcel handed over to it for shipment.
- 4.13 Upon handing over a Shipment for shipment, a Sender is obliged to notify the Carrier of the actual value of the Shipment. If this is in excess of EUR 1,000.00, the Sender is obliged to request its additional insurance pursuant to the actual value of the Shipment. If the Sender does not undertake this pursuant to Art.10, the Carrier shall be entitled to request the payment of a contractual penalty pursuant to Art.9 of these Commercial Terms and Conditions and to perform a set-off any claim for a contractual penalty against the claim of the Sender for compensation of damages.

5. Delivery of Shipment

- 5.1 The delivery of Freight is provided by partners of the company SPS until the first lockable door of the building at the address of the Recipient of the Freight, or until the entry bolt of the area if access is not enabled for a partner of the company SPS, or until a no driving sign, etc. The partner of the company SPS is not obliged to, but may, deliver Freight following an agreement with the Recipient of the Freight to a floor, elevator, or apartment. Delivery shall mean the delivery of the Freight to the address of the Recipient of the Freight or, following a telephone conversation at least 1 day in advance with the Recipient, to a different location, or if a change of address of the Recipient was notified by the Sender or Recipient, 1 day in advance by e-mail. The address is the data serving for the delivery of Freight. The address includes the first name and family name, or complete name of the Recipient, address or residence (place of business) of the Recipient which is identified by the name of municipality, street name if the municipality is split into them and by the description and orientation number. The number of the house is a part of the delivery address. The Recipient of Freight is obliged to have visibly labelled the building by a sign with the registration number and a

sign with the orientation number. All buildings must have a registration number (black) and this obligation also applies to numbering with orientation numbers (red) which is used for orientation in a municipality and in a specific street.

The Recipient of the Shipment is upon the delivery of Shipment obliged to provide the collaborator of SPS with appropriate cooperation, above all, by handling Shipments with higher weight. The delivery of a Shipment to the address Recipient of the Shipment stated by the Sender on the delivery sheet is normally undertaken on the next business day after its sending. The standard delivery time is the time when SPS will, as a rule, deliver the Shipment to the Recipient, unless special or unexpected circumstances occur during the delivery. SPS is not liable for the delayed delivery of a Shipment caused by a violation of these Commercial Terms and Conditions by the Sender or Recipient or due to uncontrollable facts pursuant to the Civil and Commercial Code.

SPS reserves the right to redirect a Shipment to the Parcel Shop which is closest to the place of delivery in the event that the collaborator of SPS made all reasonable efforts with regard to a delivery of a Shipment, and if the Recipient or person authorised by him is not present at the time of delivery at the address specified by the Sender. The Recipient will be informed by a SMS notification, in which Parcel shop the Shipment located. The deadline for collection of the Shipment is a maximum of seven calendar days from the date of deposit of the Shipment in the Parcel Shop. If the above deadline passes without collection pursuant to the preceding sentence the Carrier will return the Shipment to the Sender.

- 5.2 The delivery of the Freight may be suspended if the collaborator of SPS is obliged to wait for the Recipient if they are not at the address/place of the delivery or if the Recipient cannot be reached or the Recipient of Freight is unknown and does not react to the notification on non-delivery, assuming that SPS has the telephone number or e-mail address. A "delivery attempt" shall mean the attempt to deliver Freight once per day on the delivery route of the partner of the company SPS. If the Recipient rejects the take-over of Freight, the Freight shall without unnecessary delay be returned to the Sender. The Sender or Orderer of the shipment shall be obliged to pay for the shipment of the Freight to the Recipient (including all surcharges) as well as for the return shipment. If the Freight cannot be returned to the Sender, the company SPS will deposit it during the deposit period. The deposit period shall begin on the day following the day on which it was established that the Freight could not be returned to the Sender. The deposit period shall be six months. For the deposit of Freight and opening of the Freight shall commensurately apply the provisions of Act no. 324/2011 Coll. on postal services and on amendments of some acts.
- 5.3 The Carrier is not obliged to perform the delivery of Freight to locations with poor road surfaces, or to locations without problem-free access for motor vehicles and/or complicated or impossible conditions for turning around. Poor road surfaces shall mean mainly, but not only, the following situations: the access road is waterlogged, muddy, overgrown with vegetation, or in winter snow and ice have not been removed.
- 5.4 The take-over of Freight will be confirmed by the scan of delivery and the GPS coordinates of the place of delivery of Freight which will fully substitute the signature of the Recipient on the document or in an electronic device. For the delivery of Freight, SPS is authorised to identify the Recipient and to record their identity number card or the number of another proof of identity. In the event that the Freight is not taken over by the Recipient stated on the parcel label, on the delivery sheet will also be stated the relationship to the Recipient, and the person will identify themselves by their identity card or other proof of identity.
In the event of the declaration of any state pursuant to Act No. 227/2002 Coll., or any situation pursuant to Act No. 42/1994 Coll. due to the spread of disease endangering the health of the Recipient or health of the collaborators of SPS, the confirmation of delivery of Freight pursuant to this Article by means of a signature of the Recipient will not be performed.
Due to other circumstances excluding the liability of SPS (pursuant to § 374 Act No. 513/1991, The Commercial Code), which cannot be influenced by SPS, the Sender shall have no claim for the return

of the amount for the shipment. Such circumstances include strikes, natural disasters, closing of transportation connections due to adverse weather conditions, faulty or missing information from the Sender or other non-compliance of these Commercial Terms and Conditions of SPS.

5.5 The company SPS will hand over the Freight without obvious damage on the packaging to the Recipient only after the signing of the delivery sheet and for Cash on Delivery following the signing of the delivery sheet and payment for the delivery. Only then may the Recipient open the packaging of the Freight and check it (but they are not authorised to require the presence and assistance of the partner of the company SPS). The Freight may not be returned after the opening of the packaging of the Freight to the partner of the company SPS, the Recipient shall be obliged to contact the Sender of the Freight. The Recipient is also not entitled to request from the partner of the company SPS the return of the amount of paid cash on delivery.

5.6 The Carrier has a lien over the Shipment to secure his claim resulting from the contractual relationship with the Sender or Recipient, i.e. until the payment or settlement of all his claims and other receivables which relate to the Shipment pursuant to the tariff. If the content of the Shipment was during a seizure or deposit period damaged, or if it is required for protection of human health, the Carrier may destroy the Shipment; the Shipper will make a record of destruction which will be delivered to the Sender if known. The Carrier may destroy the Shipment after the end of the deposit period if its content is worthless, or the subject of postal secrecy. The assessment of whether the content of the Shipment is valuable or worthless is a matter for the Carrier. After the end of the deposit period agreed in Clause 5.3 of this Article of the Commercial Terms and Conditions the Carrier is authorised to arrange the sale of the Shipment or its part in a suitable way, if the Sender after the end of the period agreed in Clause 5.2 of this Article of the Commercial Terms and Conditions did not issue an instruction for further procedure to the Carrier and:

- A Shipment cannot be delivered or it does not have to be returned pursuant to the contract, or
- There is reasonable concern that the content of the Shipment will be damaged before delivery.

The Carrier will pay to the Sender the proceeds from sale after deduction of costs of deposit, cost of sale and the unpaid part of shipment services (net proceeds). The price for such services is governed by the valid pricelist. The Carrier is thus authorized to proceed pursuant to §151s to 151v of Act no. 40/1964 Coll. the Civil Code, or set-off mutually payable receivables (including cash on delivery) pursuant to the provisions of §358 et. al. of the Commercial Code, § 558 of the Civil Code and §323 of the Commercial Code.

5.7 In the event of a crisis situation and/or other natural disaster and/or in the event of transportation limitations, SPS may temporary limit or suspend the normal method of delivery of Freight and/or limit the normal method of delivery of Freight. In the event of the above events, it will inform the Sender and Recipient of Freight about the above facts via its website. The Sender and/or the Recipient have no claim for compensation of damages in the event of Force Majeure.

5.8. SPS only delivers Freight/Parcels within the Slovak Republic. SPS reserves the right to reject the delivery to gardening areas, to protected areas, to cottage areas and other areas requiring authorisation pursuant to special regulations.

5.9 The Addressee has no right to the delivery of Freight/Parcel at a specified time or on a specified day (except for guaranteed service until 9:00 and service until 12:00), to different hand-over places or to the delivery of Freight outside of the hand-over place, unless otherwise agreed with the collaborator of SPS.

6. Liquidation of Shipments

6.1 The Carrier is authorised, after the end of deposit period, agreed in Article 5, Clause 5.3 of these Commercial Terms and Conditions to liquidate the Shipment or its part, if:

- a) the content of the Shipment is fully or partially impaired,
- b) a Shipment which cannot be delivered will not be sold and also

- c) cannot be returned, or does not have to be returned pursuant to the Service Agreement, he notifies the Sender of an acknowledgement of a claim for damages for a Shipment.

- 6.2 A Shipment or its part may also be liquidated before the end of the agreed period if it is required for the protection of human health.
- 6.3. The Sender is obliged to compensate the Carrier for any harm suffered by the Carrier in connection with the liquidation of a Shipment pursuant to this Article and costs related to satisfaction of third person claims raised against the Carrier in connection with the Shipment.

7. Tariff

- 7.1 Rates for services provided by SPS are stipulated in the valid pricelist. A claim for remuneration will arise for the Carrier upon the handing over of a Shipment to the Carrier and its amount is specified in the actual pricelist of the Carrier and the overall weight of the Shipment including the packaging, or the amount of the Cash on Delivery.
- 7.2 The rates for shipment are paid in cash, as a rule by the Sender, unless it is agreed that the transportation rate is to be paid by the Recipient. Payment by bank transfer (payment of invoice) is only possible based on a concluded Service Agreement.
- 7.3 For an additional Cash on Delivery service, the payment of the delivery amount (value of Shipment) may be paid in cash by the Recipient of the Shipment, or by payment card accepted by the Carrier, or by means of VIAMO service. If the Recipient pays for Cash on Delivery to a collaborator of SPS, they are obliged to check the return of change in the presence of the collaborator of SPS. SPS is not liable for subsequently identified discrepancies as regards the return of change. Any claims will not be accepted and will be rejected.
- 7.4 For a Shipment with the payment condition Freight Collect – FC, the shipping rate will be paid by the Recipient of the Shipment. If the Recipient of the Shipment rejects the payment of the shipping rate, the Sender will be obliged to pay the shipping rate pursuant to the valid pricelist.
- 7.5 SPS is authorized to charge a fuel surcharge to the shipment rate.SPS is authorized to unilaterally adapt the amount of the fuel surcharge pursuant to increases in the average fuel price in the Slovak Republic published by the Statistical Office of the Slovak Republic.
- 7.6 SPS is authorized to charge a toll surcharge to the shipment rate.SPS is authorized to unilaterally adapt the amount of toll surcharge in the event of a change of generally binding legal obligations governing road tolls.
- 7.7 The Service Agreement includes an agreement on payment for services provided by SPS by means of an invoice, i.e. in paper or electronic form. SPS will issue an electronic invoice and send it to the agreed e-mail address stipulated in the Service Agreement or in a Consent for Sending Electronic Invoice. If the Sender requires the sending of an invoice in paper form, SPS will charge for this service the amount pursuant to the actual pricelist for each sent paper invoice.
- 7.8 The Sender is authorised to lodge a complaint about data (such as the weight of the Shipment, surcharge for additional handling) stated on an invoice issued by SPS for a Shipment up to 30 calendar days from the date of delivery of the invoice to the Sender via web forms at www.sps-sro.sk/mojazasielka.
- 7.9 SPS shall be authorised to charge a fee for retrieval, delivery of a copy of receipt of delivery of Freight and copies of accounting documents pursuant to the current Pricelist. The receipt of delivery may be transmitted electronically or by post.

8. Rules for Claims and Compensation for Damage

- 8.1 The Sender or Recipient of Freight shall make a claim to SPS in writing/electronically by means of forms on www.sps-sro.sk. The Recipient is obliged to properly review the Freight at take-over. In the event of obvious damage of the surface of Parcel packaging or obvious inner damage or loss of part of the content, they must report such damage or loss to the Carrier.
- 8.2 The Sender or Recipient shall file a report on delayed delivery of Freight with a guaranteed delivery time to SPS in writing, not later than 2 business days following the delivery of the Freight. The right of the Sender or Recipient of Freight to make a claim shall expire after the end of this period.
- 8.3 The Sender or Recipient shall file a report on damage, partial or total loss of Freight to SPS in writing, not later than 2 business days following the planned delivery time of the Freight. The right of the Sender or Recipient of Freight to make a claim shall expire after the end of this period.
- 8.4 In the event of damage or destruction of Freight, the Recipient is obliged to preserve the original packaging of Freight for inspection by SPS and to make photographic documentation. If the Recipient cannot provide the original packaging, their claim for compensation of damages becomes invalid.
- 8.5 SPS does not bear any liability for hidden defects of the Freight.
- 8.6 Following the reporting of damage or destruction of Freight, or a missing part of the Freight, the Freight will be collected by the authorized collaborator of SPS based on an order from the claim department.

A written claim must include the following:

- Freight number + destination post code or number of the customer
- description of fault or damage of the Freight (i.e. text description of the problem)
- identification of content of Freight (i.e. description of goods)
- amount of applied claim for compensation of damages
- photographic documentation
- contact data of the reporter of claim (i.e. first name and family name, e-mail address)

The following must also be appended to the written claim:

- proof of content of Freight (delivery note, original procurement invoice excluding VAT, order, etc.)
- documentation of the value of Freight in a relevant way (procurement invoice or, cash register receipt; if the person applying claim for damages is a VAT payer, SPS will pay the compensation for damages up to a maximum of the procurement price of goods excluding VAT)
- in the event of damage to the Freight, a document proving the amount of caused damage (invoice for repair, expert opinion for establishment the scope of damage)

- 8.7 The time limit for the settlement of a claim for a loss, partial loss, destruction, damage or reduction of Freight is 30 calendar days from its application.

Such a time limit will be extended by the time during which SPS did not receive from an authorized person all required documents for the settlement of the claim. If the required documents from law enforcement agencies, insurance company or other body, authority or institution must be produced for the settlement of claim, the time limit for the settlement of claim will start following the delivery of such documents to the Carrier.

SPS is authorised to prolong the deadline for settlement of a claim for a maximum of 90 days if a claim enforced by the Sender and/or Recipient of Freight is related to a large volume of freight, or other facts related to the provided service or payment transactions and it cannot be settled fully by the deadline as

stated above. SPS is during such a period obliged to notify the Sender or Recipient of Freight in written/electronic form and state the reasons for the prolongation of the deadline. A large volume shall mean at least 50 units of Freight/Parcels. Objective reasons shall mean pre-Christmas period, expert assessment, lack of personnel, etc.

If the authorised person does not provide SPS for the resolution of a claim all required, specified documents and information within 30 calendar days of a request for their provision, such an action will be considered as a refusal to cooperate with an investigation and the claim for compensation of damages will thus expire.

A claim will also expire if after the delivery of claimed Freight, a discrepancy between the declared content of Freight and the actually handed over item is found (e.g. different mode or serial number, photographs in the claim showing a different item from the actually handed over item). In the event of a discrepancy being found and the expiry of the right to recognition of compensation for damages, the shipper shall return the handed over item to the sender.

Claim for delayed delivery of Freight:

- a) In the event of a delayed delivery of Freight with guaranteed delivery time caused by SPS, the Sender or Recipient shall be granted compensation of damages in the amount of the paid shipment rate. The provision of such compensation shall in-full settle potential damages (economic loss) resulting from the non-compliance with the time for delivery of Freight by the guaranteed delivery time.
- b) The Sender or Recipient may not claim compensation for damages pursuant to the previous sentence for Freight with a non-guaranteed delivery time. The Sender and Recipient of Freight do not have in addition to such granted compensation any claim for compensation of any other consequential or indirect damage, loss of profit, sanctions for delay, contractual penalty, fine or any other third persons claims.

The Sender is with regard to damage or loss of Freight entitled to compensation for damage in the amount of actual damage to the Freight, up to the maximum of the declared value of the Freight stated on the Taking-over Letter. If a discrepancy is found in the taking-over letter, SPS is authorized to proceed pursuant to Article 9 of these Commercial Terms and Conditions. The actual damage shall mean a reduction of the value of the property of the Sender due to the damage event on the shipped Freight. If the person applying the claim for damages is a VAT payer, it will apply a claim for compensation of damages against SPS excluding VAT.

The Sender or Recipient is as regards a claim proceeding as regards an application for damage to goods obliged to prove the value of freight by a relevant document (procurement invoice or, cash register receipt; if the person applying the claim for damages is a VAT payer, SPS will only compensate the procurement price of goods excluding VAT).

The Sender and Recipient of Freight do not have any claim for compensation of loss of profit and of any other consequential and indirect damage. The title for compensation of damages for which SPS is liable, must be applied by the Sender within six months from the day following the day of collection of the Freight, this title shall otherwise expire.

The Sender is not authorized to set-off a claim for compensation of damages as regards shipped Freight against the Carrier for payment of the price of shipment services, to which both parties expressly agreed.

The Sender is not authorized to assign the title from compensation of damages to a third person without the preceding written consent of the Carrier.

- 8.8 The Carrier shall in the event of loss, damage or destruction of Freight containing documents and goods excluded from shipment pursuant to Clause 3.11 of these Commercial Terms and Conditions only pay the Sender the compensation of damages up to the amount of paid shipment costs.

- 8.9 The Sender is with regard to damage, loss or the reduction of weight of Freight entitled to compensation of damage in the amount of the actual damage to the Freight taking into consideration the provisions of Art. 9 of these Commercial Terms and Conditions.
- 8.10 The claim department of SPS shall decide on the substantiation and payment of compensation for damages. The compensation for damages for a substantiated claim shall be transferred without delay following the establishment of an obligation to compensate and of the amount for compensation of damages. SPS will only pay the compensation of damages in currency valid in the Slovak Republic, by a bank transfer to the account of the person claiming the obligation to compensate.
- 8.11 The compensation for damages may also be paid to the Recipient of Freight on the basis of a written authorisation from the Sender of Freight.
- 8.12 SPS is liable for damages to Freight or loss of Freight commensurately pursuant to the provision of § 622 of the Commercial Code and § 38 and § 39 of Act No. 324/2011 Coll. on postal services and on amendments of some acts.
- 8.13 In the event of damage to transported used or worn items, its actual value will be calculated from the age and level of its wear (time value). The term "time value" shall mean the value which it has at the place and time of sending required for the reacquisition of a new item of the same type and quality, reduced by the corresponding level of wear or other deterioration of the item. The amount of compensation for damages will be calculated as the time value of the item considering the wear, age and depreciation of the item pursuant to the conditions of the insurance institution of SPS. The depreciation table is publicly available on the website of SPS.
- 8.14 Any disputes of contractual parties will be resolved via the competent courts of the Slovak Republic.
- 8.15 If the Recipient or Sender is a consumer who is not satisfied with the method of settlement of their claim or believes SPS has violated their rights, they may within 10 calendar days from the receipt of a decision on a claim send to SPS an application for remedy/investigation of the claim. SPS shall decide within 30 calendar days from the date of delivery of such an application for remedy/investigation of the claim, i.e. in such a way that it will either confirm its previous decision or change its decision. If it does not respond to such an application within 30 calendar days from the date of its sending, the Sender who is a consumer, has pursuant to § 12 of Act No. 391/2015 Coll. on the alternative solution of consumer disputes and on amendments of some acts, a right to file an application for the commencement of an alternative solution of such a dispute. The competent entity for the alternative solution of consumer disputes from agreements on the provision of postal services is the Office for Regulation of Electronic Communication and Postal Services (www.teleoff.gov.sk), or another competent authorized legal entity registered in the list of entities of alternative solution of disputes maintained by the Ministry of Justice of the Slovak Republic (<http://www.mhsr.sk/zoznam-subjektov-alternativneho-riesenia-spotrebitelskych-sporov/146987s>), and the Sender who is a consumer has the right to choose which of the stated entities for alternative solution of consumer disputes they will address. The Sender who is a consumer may for the filing of an application for an alternative solution of their dispute also use the platform for the on-line solution of disputes, which is available at <http://ec.europa.eu/consumers/odr/>. The Sender who is a consumer will find the information on fees for an application on websites of specific entity for alternative solution of disputes.
- 8.16 A complaint of a Sender and/or Recipient of Freight regarding the provided quality and/or behaviour of specific employees and/or collaborators of SPS shall not be considered to be a claim pursuant to these Commercial Terms and Conditions.

9. Agreement on Contractual Penalty

- 9.1 In the event that when applying a claim for compensation of damages it comes to light that the Sender handed over for shipment a Shipment with a value higher than EUR 1,000.00 and did not notify this to the Carrier in a timely manner or notified to the Carrier a lower price than the actual price of the Shipment and thus prevented the Carrier from taking out due additional insurance of the

Shipment for its actual value, the Sender shall be obliged to pay the Carrier a contractual penalty calculated in the following way:

$$ZP = SH - PH/SH \times PH$$

ZP = Contractual Penalty

SH = actual value of the Freight

PH = insured value (value up to which the Shipment is insured)

The Carrier shall be authorized to apply against the Sender, a right to contractual damage in the amount of the difference of the actual value of the Shipment and the value stated by the Sender on the shipment letter; other claims of the Carrier, above all, a claim for compensation of damages shall not be affected by this.

9.2. The Carrier shall be authorized to set-off the claim for contractual penalty against the claim of Sender for compensation of damages to Shipments.

9.3 In the event that the Sender hands over Freight for shipment that contains items excluded from shipment pursuant to Clause 3.11 of these Commercial Terms and Conditions, the Sender shall be obliged to pay the Carrier a contractual penalty in the amount of the damage which the Carrier incurred.

10. Insurance of Shipments

The insurance of Shipments is applicable to damages caused due to loss, destruction, damage or missing parts of Shipments. The insurance of a Shipment with a value stated by the Sender on the Taking-over Letter (declared value) up to EUR 1,000.00 is included in the shipment rate. The Sender is obliged to state on the Shipment Letter the actual value of shipped goods. For Shipments with a declared value higher than EUR 1,000.00, SPS will add to the shipment rate a surcharge for additional insurance in the amount of EUR 1.00 for each EUR 100.00, or part thereof, of declared value of the Shipment. By the payment of a surcharge for additional insurance to the shipment rate, SPS shall assume the liability to provide the Sender with compensation for damage in the amount of the value of Shipment declared by the Sender in the Shipment Letter. Shipments containing documents and Freight excluded from shipment pursuant to Clause 3.11 may not be insured.

11. SPS Parcel Shop

The handing over of Parcels at the SPS Parcel Shop requires the use of the customer application of the Carrier. The Carrier will, as part of the SPS Parcel Shop service, provide the following services:

- a) Send an automatically generated SMS message to the Recipient on the day of delivery of the Shipment to SPS Parcel Shop.
- b) Send a reminder of the deposit of the Shipment at the SPS Parcel Shop on the last day of deposit.
- c) Store the Shipment at the SPS Parcel Shop for a period of 7 calendar days, the time period will start on the day of delivery of the Shipment to the SPS Parcel Shop

The Sender can order at the SPS Parcel Shop the supplementary Cash on Delivery service, which will be separately charged pursuant to the actual pricelist. The Carrier is only obliged to send a notification to the Recipient by SMS if the Sender provides him with the required information, i.e. telephone number of the Recipient to which the notification must be sent, i.e. in a data file specified by the Carrier. If the Sender does not provide the Carrier with the required and correct information by the day of the sending of the Shipment, the Carrier is not obliged to provide the service for which such information is required. This does not affect the right of the Carrier for payment for a SPS Parcel Shop service pursuant to the actual pricelist. SPS Parcel Shop prices are stated in the relevant price list. The maximum weight of a Shipment sent to a SPS Parcel Shop is 20 kg. A Shipment can also be sent from a SPS Parcel Shop, i.e. to another SPS Parcel Shop, or to any address in the Slovak Republic using the pricelist valid for the SPS Parcel Shop. The service of sending the Shipment from SPS Parcel Shop can only be used at selected SPS Parcel Shops designated by the Carrier.

If for a SPS Parcel Shop service between the Carrier and the Sender, price conditions are not individually agreed for the SPS Parcel Shop service, the price conditions for delivery of the Shipment stipulated in the Service Agreement shall apply.

12. Payment with Card

The Carrier accepts payments for cash on delivery from Recipients of Freight made with the following payment cards: Maestro, MasterCard, MasterCard Electronic, VISA, VISA Electron and V-Pay. If payment for Freight with cash on delivery (amount of cash on delivery) is paid to the Carrier with a payment card, the Carrier will (i) transfer such a financial amount to the account specified by the Sender, or (ii) they shall be entitled to set it off against any receivable against the Sender. The commission for services of the Bank pursuant to the agreement on acceptance of payment cards concluded between the Carrier and the Bank will be accounted for by the Carrier to the Sender by an invoice issued pursuant to the valid Agreement (hereinafter the „Transaction Fee“).

In the event that the Bank blocks the transaction made with payment card, the time required for the transfer of the amount to the Sender account will be prolonged by the time of the blockage of funds. The Sender agrees that the Carrier has the right to verify the validity, authenticity of the submitted payment card by a control of the identity of the payment card holder. In the event that the bank performs a correction accounting of payments and financial differences, the Carrier is entitled to the payment of such an amount from the Sender, i.e. above all if:

- the transaction was made with a counterfeit or altered payment card,
- the transaction was fraudulent.

Any dispute between the Sender and holder of payment card regarding the quality of goods or services paid payment card shall not result in any obligation or liability for the Carrier. If the Bank performs correction accounting or reverse payment due to a claim, the Sender is obliged to pay such an amount to the Carrier.

Payment with Payment Card is available for all Freight for the supplementary Cash on Delivery service processed in the customer application, when delivered in the Slovak Republic. If the Sender pays for the cash on delivery with a Payment Card, the Sender in addition to the price for the Cash on Delivery service will also be charged a Transaction Fee for the payment by payment card, which is governed by the pricelist of the Carrier, or is agreed in writing in a Service Agreement or other agreement concluded between the Carrier and the Sender.

13. Information on Freight.

Information on a Shipment may be requested by stating the posting number of the Shipment by telephone at SPS customer service (tel.16 877 or via web forms).Information on the delivery of a Shipment is available on the next business day following the delivery of a Shipment. The route of a Shipment from its collection until the delivery can be monitored on the website www.sps-sro.sk. This does not affect the obligation or limitation of SPS applicable to postal secrecy and personal data protection resulting from a special legal regulation.

14. Personal Data Protection

14.1 In these Commercial Terms and Conditions, the following terms shall have the following meanings:

- a) **General Data Protection Regulation:** Regulation of the European Parliament and of the Council (of EU) No. 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Council Directive 95/46/EC,
- b) **Personal Data** pursuant to § 11 of Act no. 324/2011 Coll. on Postal Services as amended (hereinafter the “**Postal Law**”) includes: first name, family name, title, address, birth date, birth registration number, identity card data, bank details, phone number, e-mail address, relation of the representative to the addressee, data on distribution and on the fact that it was not possible to deliver the shipment,
- c) **Data Subject** pursuant to Article 4, Par.1 of the General Data Protection Regulation: each natural person whose personal data is the subject of processing (recipient of the Shipment).

- 14.2 Purpose and legal basis for processing personal data by SPS
- 14.2.1 SPS as a registered postal business processes personal data for the purpose of the delivery of Freight to the Recipient pursuant to Article 6 (1) (f) of the General Data Protection Regulation (legitimate interest) under the provisions of § 11 of the Postal Law.
 - 14.2.2 SPS processes personal data of data subjects for the purpose of handling claims and complaints pursuant to Article 6 (1) (c) of the General Data Protection Regulation, under Act no. 250/2007 on Consumer Protection and on amendments of Act of SNR (Slovak National Council) no. 372/1990 Coll. on offences as amended and pursuant to the Postal Law.
 - 14.2.3 SPS processes personal data of data subjects for the purpose of bookkeeping pursuant to Article 6 (1) (c) of the General Data Protection Regulation, pursuant to Act no. 431/2002 Coll. on Accounting as amended, of Act no. 222/2004 Coll. on Value Added Tax as amended, of Act no. 40/1964 Coll. the Civil Code as amended, of Act no. 595/2003 Coll. on Income Tax as amended,
 - 14.2.4 SPS processes personal data of data subjects for the purpose of handling the Application of a Concerned Party pursuant to Article 6 (1) (c) of the General Data Protection Regulation, under the General Data Protection Regulation and under Act no. 18/2018 Coll. on Personal Data Personal Data Protection and on amendments to some acts,
 - 14.2.5 SPS processes the personal data of data subjects for the purpose of the Call Centre - handling the applications of callers pursuant to Article 6 (1) (f) of the General Data Protection Regulation.
- 14.3 A sender who concludes a Service Agreement with SPS is, in relation to data subjects, to which SPS delivers freight ordered by the Sender, obliged to notify such a data subject in the scope pursuant to Article 13 and 14 of the General Data Protection Regulation (i.e. on behalf of the Sender and on behalf of SPS), mainly (but not only) on the rights of the data subjects and regarding the fact that the personal data of the data subjects will be, for the purpose stipulated in Clause 14.2 of these Commercial Terms and Conditions, provided to SPS, which will process it pursuant to Clause 14.3 of these Commercial Terms and Conditions.
- 14.4 A Sender who concludes a Service Agreement with SPS shall be responsible for the accuracy and up-to-datedness of the personal data of the concerned parties which shall provide to SPS pursuant to Clause 14.2 and 14.3 of these Commercial Terms and Conditions.
- 14.5 SPS processes personal data of data subjects on its own behalf, and has authorised processors to process the personal data of data subjects, and by this means it provides the services stipulated in Clause 1.2 of these Commercial Terms and Conditions. The processors of SPS process the personal data of Data Subjects (recipients of freight) on the basis of documented instructions of SPS and in compliance with the General Data Protection Regulation. An updated list of intermediaries who process the Personal Data of Data Subjects (recipients of freight) on behalf of SPS is available on the website: www.sps-sro.sk.
- 14.6 The responsible person of the Carrier for personal data protection can be contacted at: zodpovednaosoba@sps-sro.sk, or at: Senecská cesta 1, 900 28 Ivanka pri Dunaji. Please mark the envelope "GDPR – Responsible Person".
- 14.7 Information and data to which personal data personal protection is applicable may only be provided to a concerned party. SPS is entitled to the payment of costs for the provision of information and data.
- 14.8 Information and data to which personal data personal protection is applicable will be provided by SPS to a court, office of public prosecution or other body of the state for the purpose of performing

their tasks pursuant to a special regulation, or for the purpose of detection, investigation, and prosecution of criminal offences.

14.9 A Data Subject may claim the following rights from SPS:

- Right to access to data,
- Right to correction or completion,
- Right to deletion,
- Right to object,
- Right to limitation of processing,
- Right to file complaints to the supervisory body.

14.10 Detailed information regarding personal data protection and the handling of the rights of data subjects is available on the website of SPS www.sps-sro.sk in the section - Personal Data Protection.

15 Closing Provisions

These Commercial Terms and Conditions are binding for SPS as well as for a Sender and Recipient of Freight, and for other persons, for which these Commercial Terms and Conditions are applicable.

Contractual relations that are not regulated in these Commercial Terms and Conditions shall be governed by the relevant provisions of the Commercial Code (The Contractual Parties declare that to exclude doubts they agree pursuant to § 262 of the Commercial Code the applicability of the Commercial Code) and by Act no. 324/2011 Coll. on postal services and by other legal regulations valid in the Slovak Republic.

The Commercial Terms and Conditions are available at the seat of SPS, at Senecká cesta 1, 900 28 Ivanka pri Dunaji and on the website www.sps-sro.sk

SPS is authorised to change or fully substitute these Commercial Terms and Conditions by issuing a change. The changed Commercial Terms and Conditions will be binding for the Sender and/or Recipient of Freight from the date of publishing on the website www.sps-sro.sk, unless otherwise specified in their content.

These Commercial Terms and Conditions shall become effective as of August 15th, 2021