

## **RULES FOR CLAIMS**

### **Slovak Parcel Service s.r.o.**

#### **PREAMBLE**

**Slovak Parcel Service s.r.o.**, registered address Senecká cesta 1, 900 28 Ivanka pri Dunaji, registered number: 31 329 217, registered in Commercial Register of City Court Bratislava III, Section: Sro, Insert no.: 3215/B is a trading company established pursuant to Slovak law performing business activities, mainly, but not only, the following activities: provision of postal services, shipping and services of public couriers and messengers. (hereinafter “**SPS**”)

SPS provides postal services based on a license and is a **lawfully registered postal business** registered in the list of postal businesses, which is maintained by the Office for Regulation of Electronic Communication and Postal Services and pursuant thereto it is governed as regards the provision of services by Act No. 324/2011 Coll. on postal services and on amendments of some acts (hereinafter the “**Act on Postal Services**”).

SPS issues these Rules for Claims pursuant to the provisions of § 28 et seq of the Act on postal services and in the alternative pursuant to the relevant provisions of Act No. 513/1991 Coll., The Commercial Code as amended (hereinafter the “**Commercial Code**”). (hereinafter as the “**Rules for Claims**”)

**The Rules for Claims are an inseparable part of the Service Agreement and Commercial Terms and Conditions of SPS and are applicable to all distribution services provided by SPS.**

#### **1. BASIC TERMS**

- 1.1 Basic terms defined in the Commercial Terms and Conditions of SPS will be commensurately applied also in these Rules for Claims.
- 1.2 A **Claim** shall for the purpose of these Rules for Claims mean a written filing by which the Recipient or Sender claims a liability against the Carrier for services not provided in the required quality as regards distribution, caused by the non-compliance with obligations resulting for the Carrier from the Commercial Terms and Conditions or Service Agreement.
- 1.3 A written filing in this case shall mean a filing in paper form, or in electronic form made via web forms. “Written filing” or “written confirmation” in these Rules for Claims shall mean electronic filing / confirmation.

#### **2. CLAIM PROCEEDING**

- 2.1 The Sender or Recipient of a Parcel must file a claim against SPS via a web form on the website of SPS. In the event that a claim is applied during the weekend or on a bank holiday, the claim process will start on the next business day. The receipt of a claim / complaint will be confirmed by a notification e-mail.
- 2.2 SPS recognizes the following reasons for reported claims:

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**W** www.sps-sro.sk **Registered number** 31 329 217 **Tax registration number** 2020351993 **VAT registration number** SK2020351993, Excerpt from Commercial Register of City Court Bratislava III Section: Sro, Insert no.: 3215/B, **BANKING CONTACT** TATRA BANKA, a.s Bratislava **account number** 2625004617/1100 **KS** 0308 **VS** State the number of invoice **IBAN** SK05 1100 0000 0026 2500 4617 **BIC /SWIFT** TATRABX

- 2.2.1 delayed delivery of Freight with guaranteed delivery time,
- 2.2.2 damage to or destruction of Freight,
- 2.2.3 partial or total loss of Freight,
- 2.2.4 other reasons (e.g. truck breakdown).

The Sender or Recipient shall file a Claim regarding a Parcel for the above reasons within **2 business days** following the planned delivery time of the Freight.

- 2.3 In a claim proceeding as regards an application for compensation for damaged goods, the Sender is obliged to document the value of the Parcel (e.g. delivery note, original procurement invoice excluding VAT, order, etc.).
- 2.4 If the Recipient or Sender cannot assess from the nature of filing if it is a claim or complaint, the Carrier shall decide based on its contents. The filing will be assessed by the Carrier and the Carrier shall decide if it is a claim or complaint.
- 2.5 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 content, they shall report such damage or loss to the Carrier or to the Sender. The Recipient is, in the event of damage, destruction, or partial loss of the Parcel, obliged to preserve the original packaging of the Parcel, including the inner filling, for viewing by SPS. During a claim, the Recipient is not authorised to handle the parcel, or use the subject goods until the full completion of the claim. The utilisation of goods or non-preservation of the original packaging can be a reason for the rejection of a claim. If the Recipient cannot provide the original packaging, their claim for compensation of damages will become invalid.
- 2.6 **SPS does not bear any liability for hidden defects** of the Parcel.
- 2.7 Following the reporting of damage or destruction of the Parcel, or a missing part of the Parcel, the Parcel will be picked up by the authorized collaborator of SPS based on an order from the claim department.
- 2.8 A written claim must include the following documentation:
  - 2.8.1 Parcel number + destination postcode or number of the customer,
  - 2.8.2 description of fault or damage of the Parcel (i.e. text description of the problem),
  - 2.8.3 identification of content of the Parcel (i.e. description of goods),
  - 2.8.4 amount of applied claim for compensation of damages,
  - 2.8.5 photographic documentation,
  - 2.8.6 contact data of the reporter of claim (i.e. first name and family name, e-mail address).

The following must also be appended to a written claim:

- Proof of content of the Parcel (delivery note, original procurement invoice excluding VAT, order, etc.)
- Documentation of the value of the Parcel (procurement invoice or, cash register receipt; if the person applying the claim for damages is a VAT payer, SPS will compensate damage up to a maximum of the amount of the procurement price of goods excluding VAT)

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- In the event of damage to the Parcel, documentation of the amount of damage (invoice for repair, expert opinion establishing the scope of damage).
- 2.9 The deadline for settlement of a claim of loss, damage, or partial loss of a Parcel is **30 calendar days from a claim being made**. This deadline will be extended by the time during which SPS did not have from the authorized person all the required documents for the settlement of the claim. If required documents from law enforcement agencies, an insurance company, or other body, authority or institution must be produced for the settlement of claim, the deadline for the settlement of claim will start following the delivery of such documents to the Carrier.
- 2.10 SPS is authorised to prolong the deadline for the settlement of claim for a maximum of **90 calendar days** if a claim enforced by the Sender and/or Recipient of the Parcel is related to a large number of freight or other facts related to the provided service or payment transactions and this cannot be settled in full by the deadline pursuant to the above (Clause 9 of these Rules for Claims). SPS is, prior to the deadline, obliged to notify the Sender or Recipient of Freight in written/electronic form stating the reasons for the prolongation of the deadline. A large number of Parcels shall mean a minimum of 50 Parcels. "Objective reasons" shall mean pre-Christmas period, expert assessment, lack of personnel, capacity reasons, etc.
- 2.11 If the notifier of the claim, or the authorised person of the notifier does not provide SPS for the resolution of a claim all the required, specified documents and information within **30 calendar days** of a request for their submission, such an action will be considered as a denial of cooperation by the investigation and a claim for compensation of damages will **expire**.
- 2.12 A claim for compensation of damages will also expire if after the delivery of a Parcel for which a claim is made, a discrepancy between the declared content of the Parcel and the actually handed over item is found (e.g. different model or serial number, photographs in a claim showing different item from that actually handed over, etc.). In the event of a found discrepancy and the expiry of right for recognition of compensation for damages, SPS will return the handed over item to the Sender.
- 2.13 The Sender is, with regard to damage or loss of the Parcel, entitled to compensation of damage in the amount of the actual damage to the Parcel, up to a maximum of the declared value of the Parcel stated on the Take-over Letter or in the transmitted data file. The actual damage is the reduced value of the property of the Sender due to the damage event to the shipped Parcel. If the person applying the claim for damages is a VAT payer, they must apply a claim for compensation of damages against SPS excluding VAT.
- 2.14 Claim for delayed delivery of Freight:
- 2.14.1 In the event of a delayed delivery of Freight with **guaranteed delivery time caused** by SPS, the Sender or Recipient will be granted compensation for damages in the amount of the paid shipment rate. The provision of such compensation of damage shall fully settle any claim for damages, i.e. economic loss resulting from non-compliance with the time for delivery of Freight with the guaranteed delivery time.
- 2.14.2 The Sender or Recipient may not claim compensation for damages pursuant to Clause 2.14.1 of these Rules for Claims for Freight **with a non-**

**guaranteed delivery time.** The Sender and Recipient may not make in addition to such granted compensation any claim for compensation for any other consequential and indirect damage, loss of profit, sanctions for the delay, contractual penalty, fine or any other third party claims.

- 2.15 The Sender or Recipient is, with regard to a claim proceeding as regards an application for compensation for damage to goods, obliged to document the value of the Parcel (procurement invoice or, cash register receipt. If the person applying the claim for damages is a VAT payer, SPS will only compensate them for the procurement price of goods excluding VAT).
- 2.16 The Sender and Recipient of the Parcel may not make any claim for compensation of loss of profit and for any other consequential and indirect damage. The right to compensation of damages for which SPS is liable must be applied by the Sender within 6 (*in words: six*) **months of the notification of the confirmation on the approval of claim**, otherwise such a right shall expire.
- 2.17 The Sender is not authorized to set-off a claim for compensation of damages on shipped Parcels towards the Carrier against the payment of the price of shipment services, to which both parties expressly agreed.
- 2.18 The Sender is not authorized to assign the right to compensation of damages to a third party without the prior written consent of the Carrier.
- 2.19 SPS shall, in the event of the loss, damage or destruction of Parcel containing documents and goods excluded from shipment pursuant to the Commercial Terms and Conditions of SPS, only pay the Sender compensation of damages up to the amount of paid shipment costs.
- 2.20 The Sender is with regard to damage, loss or reduction of weight of the Parcel entitled to compensation of damage in the amount of the actual damage to the Parcel under the provisions of Commercial Terms and Conditions of SPS.
- 2.21 The claim department of SPS shall decide on the justification and payment of compensation for damages. 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 pay the compensation of damages only in money, i.e. in the currency valid in the Slovak Republic, by bank transfer to the account of the person claiming the obligation to compensation.
- 2.22 Compensation for damages may also be paid to the Recipient of the Parcel on the basis of a written authorisation from the Sender of the Parcel.
- 2.23 In the event of damage to a transported used or worn item, its actual value will be determined from the age and degree of its wear (time value). The term "time value" shall mean the value it has at the place and time of sending with regard to 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 damage will be calculated as the time value of the item given the wear, age and depreciation of item pursuant to conditions of SPS. The depreciation table is publicly available on the website of SPS.

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- 2.24 Any disputes of the contractual parties will be resolved via the competent courts of the Slovak Republic.
- 2.25 Claims resulting from shipment of Freight shall lapse after one year from the date of performance of the shipment.
- 2.26 SPS shall be liable for damages to the Parcel or loss of the Parcel commensurately pursuant to the provision of § 622 of the Commercial Code and § 38 and § 39 of the Act on postal services. An appeal against the result of a claim may be filed within 14 days from the delivery of a decision in written form, where a 30-day deadline for its settlement will be reapplied from the date of the filing.
- 2.27 If the Recipient or Sender is a consumer who is not satisfied with the method of settlement of their claim, or is of the opinion that SPS has violated their rights, they may within 10 calendar days from the delivery of the decision on a claim send to SPS an application for remedy/investigation of the claim. SPS will decide by a deadline of 30 calendar days from the date of delivery of such an application for remedy/investigation of the claim, i.e. such that it will either confirm its previous decision or change its decision. If it does not respond by a deadline of 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 alternative resolution of consumer disputes and on amendments of some acts, the right to file a motion for the opening of an alternative solution of their dispute. The competent entity for alternative solution of consumer disputes from agreements on provision of postal services is the Office for Regulation of Electronic Communication and Postal Services ([www.teleoff.gov.sk](http://www.teleoff.gov.sk)), or other competent authorized legal entity registered in the list of entities of alternative resolution of disputes maintained by the Ministry of Justice of the Slovak Republic (<http://www.mhsr.sk/zoznam-subjektov-alternativneho-riesenia-spotrebiteľskych-sporov/146987s>), and a Sender who is consumer has the right to choose which of the stated entities for alternative resolution of consumer disputes they will address. A Sender who is a consumer may, for the filing of a motion for the alternative solution of their dispute, also use the platform for on-line resolution of disputes at <http://ec.europa.eu/consumers/odr/>. A Sender who is a consumer will find the information on fees for a motion on websites of the specific entity for the alternative resolution of disputes.
- 2.28 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 is not considered as a claim pursuant to these Commercial Terms and Conditions.

### **3. CLOSING PROVISIONS**

- 3.1 These Rules for Claims are binding for SPS as well as for a Sender and Recipient or for other persons, for who these Rules for Claims are applicable.
- 3.2 These Rules for Claims shall be applicable, unless otherwise stipulated by a written agreement or contract.

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- 3.3 These Rules for Claims are published on the publicly available website of SPS, i.e. [www.sps-sro.sk](http://www.sps-sro.sk). In the event of a discrepancy between a written copy of the Commercial Terms and Conditions and the version published on the registered address of the company [www.sps-sro.sk](http://www.sps-sro.sk), the version on the web site shall prevail.
- 3.4 SPS is authorised to change or fully substitute Rules for Claims by issuing an amendment. The amended Rules for Claims shall be binding for the Sender and/or Recipient from the date of publication on the website [www.sps-sro.sk](http://www.sps-sro.sk), unless otherwise specified in their contents.
- 3.5 These Rules for Claims shall be effective as of **01.08.2023**.

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