

COMMERCIAL TERMS AND CONDITIONS

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 under 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** recorded in the list of postal businesses, which is maintained by the Office for Regulation of Electronic Communication and Postal Services and pursuant thereto is governed by the provision of services by Act No. 324/2011 Coll. on postal services as amended certain acts (hereinafter the “**Act on Postal Services**”).

These Commercial Terms and Conditions of SPS are considered as postal terms and conditions and were issued pursuant to the provisions of § 27 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 the “**Commercial Terms and Conditions**”)

The owner of the picked-up Freight and transferred payment, unless otherwise agreed in writing in the Service Agreement is the Sender, i.e. until the delivery of Freight to the Addressee.

SPS declares that it complies with postal secrecy and secrecy of correspondence under therelevant legislation.

1. GENERAL PROVISIONS

1.1 These Commercial Terms and Conditions govern the rules and the terms and conditions for the distribution of Freight performed by SPS, as stated below.

1.2 The distribution of Freight shall be governed by the Price List and these Commercial Terms and Conditions, i.e. depending on the type of ordered service. Individual types of services and their relation to the Commercial Terms and Conditions are stipulated in the Price List. The wording of the Commercial Terms and Conditions and of the Price List is published on the website www.sps-sro.sk.

1.3 The Commercial Terms and Conditions are binding for the Sender from the time of the conclusion of contractual relationship. Derogation from the Commercial Terms and Conditions is only possible in individual cases based on a written agreement.

1.4 Freight is marked with the business name and logo of Slovak Parcel Service.

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Senecká cesta 1, 900 28 Ivanka pri Dunaji, Slovakia T +421 2 168 77 F +421 2 487 071 15 E bratislava@sps-sro.sk

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, **BANK DETAILS:** 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. BASIC TERMS

- 2.1 Slovak Parcel Service** is a postal business which performs the collection, sorting, shipping and delivery of Freight (hereinafter the “**SPS**” or “**Carrier**”).
- 2.2 Recipient/Addressee** is a natural or legal person to which the Freight is to be delivered and is identified as the Recipient/Addressee. (hereinafter the “**Recipient**”).
- 2.3 Sender** is a natural or legal person who has concluded a Service Agreement with SPS or ordered from SPS distribution of Freight, or the natural / legal person which sends the Freight and is identified as the Sender on the Freight (hereinafter the “**Sender**”).
- 2.4 Bearer** is a person who on behalf of the Sender hands over the Freight to SPS for the purpose of its collection (hereinafter the “**Bearer**”).
- 2.5 Authorised Recipient** is a natural or legal person who on behalf of the Recipient is authorised to take-over the Freight (hereinafter the “**Authorised Recipient**”).
- 2.6 Freight** is a letter, Parcel or other Freight taken over by SPS for shipment, and which is obliged to ship from a specific location (sending place) to another specific location (destination). A single item of Freight 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 and on the basis of the Customer’s specification (hereinafter the “**Freight**”).
- 2.7 Cash on Delivery Parcel** is a Parcel or set of Parcels taken over by SPS for shipment for the purpose of their delivery and SPS is obliged to collect the relevant financial amount from the Recipient of Freight based on the Sender’s instruction. Such funds are a receivable of the Sender against SPS. SPS shall transfer the collected funds to the account specified by the Sender or it may set them off against any receivable against the Sender. (hereinafter “**Cash on Delivery Parcel**” or “**COD Parcel**”).
- 2.8 Framework Service Agreement** is an agreement made between the Sender and SPS in written form based on provisions of the Act No. 513/1991 Coll. The Commercial Code. (hereinafter the “**Service Agreement**”).
- 2.9 Parcel** is an item taken over by SPS for shipment, which it

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is obliged to ship from a specific location (sending place) to another specific location (destination). (hereinafter the **"Parcel"**)

- 2.10 Postal Stationery** is a type of payment product and a form of financial asset, which includes postal stamps, revenue stamps, meal vouchers, lottery tickets, holographic stamps, phone cards, and gift vouchers, etc. if they have value which can be drawn after their issuance for use.
- 2.11 balíkovo** is a summary identification of a network of take-over places, consisting of either premises of business operation of a contractual partner of SPS or self-service boxes where the Recipient can pick up the Freight and the Sender can hand over the Freight.
- 2.12 Business Operation**
(originally name "ParcelShop") is a take-over place of contractual partner of SPS, where the Addressee / Recipient can pick up the Freight or hand over the Freight. Such a business operation is accessible during the opening hours of a contractual partner of SPS.
- 2.13 Self-service Box** is an authorised self-service device consisting of deposit boxes for insertion of Parcels and their subsequent pick up by end Recipients/Addressees. The picking up of Freight is implemented by entering the required code (hereinafter the **"Self-service Box"**).
- 2.14 Contractual Partner of SPS** is a legal entity or a person authorized to do business with whom SPS has concluded a Contract on Cooperation, the subject of which is the handing-over and picking up of Freight (hereinafter the **"Contractual Partner of the SPS"**).
- 2.15 Take-over Letter** is an accompanying document with the Freight containing identification data on the Sender and Recipient of Freight and the list of taken-over Freight (hereinafter the **"Take-over Letter"**)
- 2.16 SMS Notification /Text Message** is the sending of information related to the delivery of Freight in a scope at the discretion of SPS by electronic transfer using a mobile telephone number provided to SPS by the Sender. SMS notifications will only be sent to Slovak mobile phone operators. In the event of the stating of a foreign mobile phone operator, a SMS notification cannot be sent.
- 2.17 Telephone Advice** is a service that is performed on the day of an attempted delivery of Freight and consists of

contacting the Recipient/Addressee by telephone immediately before the delivery of Freight at the discretion of SPS, and this telephone number is listed in the internal system of SPS, which is entered by the Sender of Freight. Telephone Advice will only be performed to Slovak mobile phone operators. In the event of the stating of a foreign mobile phone operator, a Telephone Advice won't be performed.

- 2.18 E-mail Notification:** is a service consisting of an e-mail contacting of the Addressee/Recipient where information related to the delivery of Freight in a scope at the discretion of SPS will be sent to them by e-mail to the address provided to SPS by the Sender. E-mail notification will be performed by SPS one day before a planned delivery of Freight.
- 2.19 Receipt of Delivery** is an electronically signed document on an electronic device together with GPS coordinates.
- 2.20 Defective Address Label** is an improperly printed address label, which is for example unreadable, incomplete or has incorrect dimensions. An **Unreadable Address Label** shall mean an improperly printed label, i.e. incomplete printing / lack of toner/ blurred toner. An address Label may not have a covered barcode and/or the barcode may not be covered by foil. An **Incomplete Address Label** shall mean a label with e.g. an incomplete barcode which SPS is unable to further process.
- An **Address Label** must be attached to a flat area of the parcel, i.e. the barcode cannot be broken at the edge of the parcel and it must be in an A6 format, i.e. 148 mm x 105 mm.
- 2.21 Minimum Dimension of Parcel** must be in the format of the Address Label.
- 2.22 ePPD** is an electronic cash register receipt which will be automatically generated after the payment of the delivery amount (hereinafter the "ePPD"). The electronic version of a cash register receipt is equivalent to the paper version and is compliant with all prerequisites pursuant to valid legislation. The ePPD shows whether the delivery amount was paid in cash or by payment card. A recipient who prints an ePPD is not entitled to charge any fees to SPS which they incurred (use of toner and other administrative acts related to this).

- 2.23 Non-deliverable Freight** is freight which cannot be delivered to the recipient. Non-deliverable freight is freight whose acceptance was declined, freight not taken over by the storage deadline, freight with an incomplete, inaccurate or unreadable address, or the Recipient is unknown, or the Recipient has died.
- 2.24 Reporting a Claim** a claim must be made in writing, i.e. electronically using a web form on the website of SPS (www.sps-sro.sk), or at a postal office.
- 2.25 SPS Courier** is a collaborator of SPS who picks up and delivers Freight according to the address label on the Parcel.
- 2.26 Civil Code** Act No. 40/1964 Coll. The Commercial Code as amended

3. SCOPE OF PROVIDED SERVICES AND SHIPMENT TERMS AND CONDITIONS

3.1 Under the domestic shipment of Freight, SPS provides the following services:

3.1.1 Express services **with guaranteed delivery time**

- ☞ **Until 12:00 service** Delivery or advice of delivery to the address of Recipient will be performed on the next business day after the day of the picking up of the Freight, not later than 12:00.
- ☞ **Until 09:00 service** Delivery or advice of delivery to the address of Recipient will be performed on the next business day after the day of the picking up of the Freight, not later than 09:00.
- ☞ **Saturday delivery** Delivery or advice of delivery to the address of Recipient will be performed on Saturday. This service will only be provided for Freight picked up on a Friday immediately preceding the Saturday, i.e. on the day on which the Freight was to be delivered. This service is not available for Freight picked up on a day other than Friday. In the event that the Friday and/or Saturday is a holiday, the Saturday delivery service will not be provided. Saturday delivery applies only to selected cities listed in the current valid Price List and in the time period indicated on the website of SPS.

3.1.2 Express services **with non-guaranteed delivery time:**

- ☞ **Expres service** For detailed information, see Clause 3.3
- ☞ **balíkovo service** For detailed information, see Clause 5.1.2

3.1.3 Supplementary services:

- ☞ **Cash on Delivery** Safe and fast transfer of collected amount to the bank account of the Sender of Freight.
- ☞ **Return Document** Documents attached to the Freight are delivered to the Sender of the shipment after confirmation by the Recipient.
- ☞ **Telephone Advice** For detailed information, see Clause 2.17, 3.4, 3.5
- ☞ **SMS Notification** For detailed information, see Clause 2.16, 3.4
- ☞ **E-mail Notification:** For detailed information, see Clause 2.18, 3.4
- ☞ **Supplementary Insurance** For detailed information, see Clause 4.16

3.2 Freight is picked up at service centres of SPS or by SPS couriers at the place agreed with the Sender.

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- 3.3 For the **Expres service**, Freight distribution shall mean its delivery or advice of delivery to the address of the Addressee, normally on the next business day after the day of the picking up of the Freight.
- 3.4 Advice of delivery shall mean, in the event of a failed attempt to deliver the Freight, the leaving of a notification to the Addressee on a performed attempt to deliver the Freight by means of a written notification and/or SMS on the notification of delivery and/or e-mail notification, provided that SPS has the relevant telephone number or e-mail address. In the event that the Recipient of the Freight has a full mail box or their mail box is not identified by their name, or is inaccessible, i.e. the box is located behind a locked door, a written notification to the Addressee of the Freight will not be left.
- 3.5 An SPS courier is not obliged to contact the Recipient of Freight by phone in the event that the Sender does not use the Telephone Advice service.
- 3.6 The Carrier is not obliged to provide services (e.g. telephone advice, e-mail notification, etc.) not ordered or not contracted in the Service Agreement by the Sender.
- 3.7 The Sender acknowledges that the Carrier will only use data on the Recipient in the scope as provided by the Sender and exclusively for the purpose of delivery of Freight.
- 3.8 Freight may be sent to any address in the Slovak Republic. The address is the data serving for the delivery of Freight. The address includes a 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 the municipality, postcode, street name if the municipality is split into them and by a house number and/or orientation number. Freight cannot be sent to post office boxes or by poste restante. For the correct and complete entering of address data, see the Manual - How to write the address properly.
- 3.9 Parcels must comply with the following weight and dimension criteria:

Criteria ¹	balíkovo		Freight to the address
	Self-service Box	Business Operation	
Maximum weight	10 kg	10 kg	50 kg
Maximum dimension of a side	Pursuant to the size of boxes	80 cm	270 cm
Maximum sum of the perimeter and longest side		200 cm	330 cm
Maximum amount of cash on delivery	EUR 5,000		
Maximum amount of value of shipped Freight with "supplementary insurance"	may not exceed the amount of EUR 33,000		
Maximum amount of value of shipped Freight without "supplementary insurance"	may not exceed the amount of EUR 1,000		

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- ¹⁾ SPS reserves the right to change the weight and dimension criteria limits at anytime, but it is obliged to inform the Sender about the same without delay. The Sender notes that the final decision on whether the Freight meets the required criteria is solely at the discretion of SPS.

3.10 SPS is authorised to charge surcharges for:

- a) **Heavy parcels:** each Parcel of Freight with a weight greater than 30 kg (including),
- b) **Subsequent handling for:**
- any item locked in an external shipment container from metal or wood,
 - any cylindrical subject (e.g. barrel, drum, tub, tyre, tube) which is not packed in a shipment container from corrugated board,
 - any Parcel with the longest side exceeding 150 cm,
 - any Parcel exceeding the dimensions of 150x60x60 cm,
 - any Parcel which cannot be processed by the sorting line due to the nature of the Parcel,
 - for such Parcels whose content is, based on mutual agreement of the Carrier and Sender, an ADR Item,
 - any Parcel not packed in packaging in corrugated board of a regular shape and/or packed in thin packaging (i.e. thin foil, thin paper)
 - 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 will be by SPS for 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 applies for this after the successful delivery of the Freight and they did not by the moment of mailing the Freight state whether the Freight is with the supplementary Cash on Delivery service.
 - subsequent amendment of missing or incorrect data on the address label by the SPS company,
 - subsequent production of a new Address Label in required dimensions and quality,
 - subsequent production of a new Address Label in the event that the Sender did not mark the Parcel with the Address Label required by SPS,
 - for any Parcel not stated in the above clauses for which it was subsequently found that additional handling is required,
 - any Parcel whose thickness is less than 4 cm.

Detailed specification of individual Parcels requiring subsequent handling is given in a Brochure on the website: www.sps-sro.sk.

If strictly necessary, SPS is authorised to pack/repack individual Parcels to comply with the required standards for shipment of a Parcel. SPS reserves the right to charge a packaging surcharge for such subsequent repackaging for packaging material used.

- c) **Seasonal Period:** SPS reserves the right to charge in the period from 1.11. - 24.12. a seasonal surcharge for any item of Freight in the amount pursuant to the current Price List of SPS.

- d) **Customs Clearance:** SPS reserves the right to charge a fee in an amount according to the current Customs Declaration Services Price List of SPS for each item of Freight in customs proceedings using a customs hearing.

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- e) Crisis Situation:** SPS reserves the right to charge a crisis fee in the event of a crisis situation for each delivery in the amount pursuant to the current Price List of SPS. A crisis situation is a period of time during which the safety of the state is immediately endangered or violated and the constitutional bodies of the Slovak Republic may after specified conditions are met declare an emergency, emergency condition or exceptional situation. A crisis situation is also a legal fact, comprising an extraordinary, unforeseeable, unavoidable or involuntary event which restricts or otherwise adversely impacts SPS as regards the provision of services.
- f) Fuel Surcharge:** SPS is authorized to charge a fuel surcharge to the shipment rate. SPS is authorized to unilaterally change the amount of fuel surcharge pursuant to the development of the average fuel price in the Slovak Republic published by the Statistical Office of the Slovak Republic.
- g) Toll Surcharge:** 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 change to generally binding legal obligations governing road tolls.
- 3.11 SPS is authorised to charge the fee stipulated in Clause 3.10 of these Commercial Terms and Conditions for letter a) to g) separately and cumulatively. Individual surcharges for subsequent handling are stipulated in the valid Price List of SPS.
- 3.12 In the event that SPS accepts a Parcel for shipment requiring additional handling stipulated in Clause 3.10 of these Commercial Terms and Conditions, it reserves the right to use third party services for such Parcels at the expense of the Sender. In such an event, SPS does not guarantee compliance with the guaranteed delivery time of the Freight, not compliance with other shipment standards pursuant to these Commercial Terms and Conditions. Due to the additional handling required from SPS and any resulting delays during the processing of such Freight, SPS does not provide a money-back guarantee for such Freight with regard to the Until 9:00 a.m. and Until 12:00 a.m. service.
- 3.13 The Sender is obliged to pack and seal Parcels in a way corresponding to their weight, form and nature, and also the method and time of shipment of the Parcel. The Parcel must also be secured such that it can be handled by a single person, and be sufficiently resistant to minimise the possibility of its damage during transportation on a roller line. The packaging and closure of the Parcel must protect its contents against pressure, temperature changes or damage due to repeated handling and in such a way that the content cannot be accessed without leaving a visible damage trail. In each Parcel individual parts of goods must be separately packed in protection material and deployed such that they are sufficiently protected against impact (e.g. by using a filling between individual parts of goods). The Sender is obliged to secure the contents of a Parcel to prevent motion and damage inside of the Parcel during shipment (e.g. by using a filling inside of the Parcel). Damping material must be positioned at the bottom and top of the packaging, to increase the protection of goods during shipment. Bundling several Parcels or items into a single item of Freight is not acceptable. If SPS identifies such an action, it will not accept any claim. The Sender is liable for damages which may occur due to the use of faulty, unsuitable, damaged or insufficient packaging of the Parcel. *For the correct packaging of Freight, see the Manual - How to pack Freight properly.*

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- 3.14 The Parcel must be packed and sealed such that it does not jeopardise the health of persons that will come into contact with such a Parcel, and to not damage, waste or contaminate other Parcels that are shipped together, or any transportation vehicles, storage premises or handling equipment of SPS.
- 3.15 The labelling “Fragile Goods” does not relieve the Sender from the liability for accuracy of packaging. It indicates the need for careful handling of the Parcel, but it also requires a thorough packaging of such a labelled Parcel by the Sender. When handling Parcels, SPS is not obliged to follow the orientation labelling of Parcels (e.g. “Up” arrow or labelling “This side down”).
- 3.16 Freight containing goods for repair or replacement or goods where the Sender or Recipient claim damages or loss must be sent in the original packaging and all used address/parcel labels must be removed from the packaging by the Sender.
- 3.17 Fluids should be sent in plastic packaging rather than glass and absorption material must be used around the packaging. If glass packaging for fluids is used, special cardboard packaging for the shipment of fluids must be used.
- 3.18 The following categories of items are excluded from pick-up and distribution:
- a) **items not compliant with standards for packaging and proper labelling of Parcels/Freight;** i.e. they include unpacked Parcels and Parcels which are unsecured or packed in a way not corresponding with their weight, size, form, nature of content, mainly fragility, or those with regard to which data on the Sender or Recipient of Parcel is missing, which are visibly damaged, glass and fragile items without solid packaging, palletised Freight, bundled Parcels;
 - b) **items with hazardous, narcotic and psychotropic composition,** this category includes intoxicants and psychotropic substances, poisons and precursors, nuclear materials, radioactive substances, high-risk chemical substances and high-risk biological agents and toxins or other similarly hazardous items or substances (e.g. compressed gases, flammable fluids and materials, toxic substances, contagious pathogens, etc.), drugs;
 - c) **items/Freight containing live animals and endangered species of wild fauna and flora,** this category includes live flowers, fauna, etc.;
 - d) **items whose content or finishing could be hazardous for human life or health, damage the environment or destroy or damage other freight or transport vehicles,** this category includes fluid inks, adhesives and other fluid substances that could be damaged during shipment, or could damage or impair other Parcels or equipment of SPS;
 - e) **items whose content or finishing is offensive or defamatory,** this category includes pornography, extremist items, etc.;

- f) **items which contain instruments of monetary circulation or precious and valuable items**, this category includes valid and invalid banknotes and coins, stamps and postal stamps and other valuables, jewellery (except for jewellery and watches with a retail price up to EUR 100 which do not contain precious metals), precious stones, precious metals, investment metals, securities with identified nominal value in other than insured Freight, precious stones, pearls, art objects, collections, antiquities, etc.;
- g) **items, objects or goods whose circulation is limited or prohibited**, this category includes official documents, medical prescriptions, falsified and stolen items, etc.,
- h) **items which contain biological material**, this category includes human remains, animal remains, urns with ashes, medical waste, biological waste, infectious substances, other harmful substances;
- i) **items which contain explosive materials, defence items and weapons**, this category includes firearms, ammunition for firearms, pyrotechnics, teargas, irritant gas and similar chemicals and gases in various types of containers, all explosive or combustible launching substances that independently or together with other items cause explosion or can cause fire, organic peroxides, explosive, flammable, caustic or oxidizing substances, etc.;
- j) **other items with specific features**, this category includes substances which are subject to natural impairment (destruction) during the distribution process, e.g. highly perishable food, large white goods;
- k) **substances or items or substances where the shipment is prohibited or regulated** pursuant to international and domestic legal regulations. (hereinafter **"ADR Items"***)

If SPS establishes that a Parcel/item of Freight contains one of the above ADR Items, it will not be liable for any damage that may arise (*ADR - European Agreement concerning the International Carriage of Dangerous Goods by Road). SPS reserves the right to reject the distribution of Freight that is, in its opinion, for economic, safety or operating reasons unsuitable for shipment within the shipment network of SPS. If it is found that the Sender handed over for shipment goods other than those declared, or goods excluded from picking up and distribution, SPS shall have the right to withdraw from shipment and return the goods to the Sender at the Sender's expense. In such an event, the Sender shall have no right to make claims as regards damage to the Freight or delayed delivery.

- 3.19 In the event that the Sender knowingly hands over to SPS an item of Freight defined in Clause 3.18 of these Commercial Terms and Conditions without their knowledge and express approval, a contract will not be concluded and SPS shall not bear any

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liability for any damages which arise in connection with the acceptance of Freight and subsequent handling of the Freight. The Sender shall be, in such an event, obliged to meet all the related expenses of the Carrier and relating to any damage which may arise.

- 3.20 SPS, by means of couriers delivering Freight, is not obliged to perform delivery to locations with unmade road surfaces or to locations without problem-free access for motor vehicles and/or complicated or impossible turning. "Unmade road surface" shall include the following: access road is waterlogged, muddy, overgrown with bushes and trees, covered with snow or ice.
- 3.21 Senders who have concluded a valid Service Agreement with the SPS, or enter electronic data regarding the freight by means of the customer application may request the "Dobierka" (Cash on Delivery) supplementary service to Freight. Cash on Delivery amounts will be transferred to the Sender's account in the currency valid in the Slovak Republic. The maximum amount for cash on delivery is EUR 5,000.00. The Sender is obliged to notify SPS of any change to their bank account in advance in writing.
- 3.22 The maximum amount of value of shipped Freight without supplementary insurance may not exceed the amount of EUR 1,000.00. The maximum amount of value of shipped Freight with ordinary supplementary insurance may not exceed the amount of EUR 33,000.00.
- 3.23 In the event that the Sender submits for shipment an item of Freight that contains personal data of data subjects and this is lost during shipment, the Carrier shall bear no responsibility if the Sender incurs any sanction or damage in connection with the protection of personal data.
- 3.24 Information on Freight can only be requested by a person stating the posting number of the Freight by telephone at the customer service of SPS (tel. 16 877 or via web forms). Information on delivery of Freight will be available on the next business day following the delivery of Freight. The whole route of Freight from its picking up until the delivery can be followed on the website www.sps-sro.sk under "Monitoring your Freight". This does not affect any obligation or limitation of SPS applicable to postal secrecy and personal data protection resulting from special legal regulations.

4. HANDING OVER OF FREIGHT

- 4.1 Freight can be sent in a number of ways, i.e. on the basis of a concluded valid **Service Agreement** or based on an Order via a web application or by telephone.
- 4.2 The Sender is obliged to append to the Service Agreement a copy of the registration document (excerpt from the Trade Registry, excerpt from business registry, or excerpt from other registry stipulated by law, e.g. registry of associations, etc.) copy of proof of assigned tax identification number, or tax identification number for VAT and notify SPS about their banking details. In the event of changes to the above documents, the Sender must inform SPS without unnecessary delay.
- 4.3 Freight can be handed over:

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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, **BANK DETAILS:** 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

- 4.3.1 by picking up of the Freight from the Sender by a courier of SPS;
 - 4.3.2 at service centres of SPS, which are listed on the valid Price List and on the website of SPS;
 - 4.3.3 to balíkovo, i.e. either to a self-service box or business operation.
- 4.4 The Freight will be picked up from the Sender 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 deadlines for picking up of Freight which are stated on the website www.sps-sro.sk.
- 4.5 Upon the handing over of Freight, the Sender must append an accurately completed address label and Taking-over Letter issued by SPS for each Parcel. At the picking up of Freight, SPS is authorised to verify the identity of the Sender, i.e. 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*, etc. If the Sender refuses to verify their identity, SPS is not obliged to take over the Freight from the Sender.
- 4.6 A Sender who has concluded a valid Service Agreement with SPS will receive a customer application from the Carrier. A Sender who did not conclude a valid Service Agreement with SPS will receive an address label from the courier of SPS at the handing over of the Parcel, or they can process the accompanying documentation via the Carrier's application, which is available on web sites of SPS.
- 4.7 The Sender shall complete all data on the address label and Take-over Letter pursuant to the printed form and confirm with their signature on the Take-over Letter that the data stated by them is true, understandable, correct and complete. The Sender shall be liable for damages caused to SPS by the violation of this obligation. In the event of a poorly printed address labels or address labels which cannot be read by the scanner, SPS shall be authorised to charge surcharges for subsequent handling. In such a case, the Sender shall be fully liable for poorly printed address labels and address labels which cannot be read by the scanner, see clause 2.20 Basic Terms - Defective Address Label. In the event of a manually completed address label, SPS does not guarantee the timely and correct delivery in the event of illegibility.
- 4.8 The Sender is also obliged to remove from the packaging of the Parcel all old, used or invalid labels from Parcels, otherwise SPS shall not be liable for the delivery of Freight by the agreed time. The stating of incorrect or incomplete data on the address label and/or poorly printed address labels and address labels which cannot be read by the scanner and/or Take-over Letter and/or stating incorrect data in a web application shall relieve SPS from the obligation to deliver the Freight in time pursuant to Clause 3.1 of these Commercial Terms and Conditions. If the performance of shipping requires special documents, the Sender shall be obliged to

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hand them over to SPS not later than at the handing over of Freight for shipment. If required, the Sender shall permit SPS to inspect the contents of Freight.

- 4.9 SPS will provide a self-adhesive parcel label for the labelling of Parcels. On the self-adhesive address label shall be stated: identification data of SPS (trade name and registered address, contact telephone, contact website), date of picking up the Parcel, posting number of the Parcel, weight of the parcel and identification of the Sender and Recipient of the Parcel. *The correct identification of the Parcel with address label and its rules are stated in the Manual – How to pack the Freight properly on the website of SPS.*
- 4.10 The Sender is obliged to provide SPS with complete and correct data of the Freight in electronic form by the moment of submission of the Freight, and is responsible for the accuracy and completeness 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 Freight, the data sent in electronic form shall prevail and be binding. If the Sender provides insufficient information about the Freight, which is necessary for the delivery of the Freight, SPS reserves the right to charge a subsequent handling fee due to the missing data. The relevant fees are stipulated in the current Price List of the 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 day.

By the next business day, SPS will send a **"list of differences"** by e-mail to the Sender provided e-mail address, which contains any difference in the actual number of items of Freight determined by SPS during the initialization of Freight to the shipment system of SPS compared to the data contained in the Take-over Letter (data file). If SPS does not send a list of differences within the agreed period according to this paragraph, it will be considered as a confirmation that the status of the processed Freight corresponds to the Take-over Letter (data file). SPS and the Sender undertake to carry out all necessary activities to resolve any differences listed in the list of differences within 2 working days from the first registration of the difference in the list of differences. A sender who did not respond to the sent list of differences within 2 working days, shall not be entitled to claim any damages after the deadline, or regarding any loss of the shipment, etc.

- 4.11 Data on weight of Parcels established by couriers of SPS at the picking up of Parcels at the Sender are only of an informative nature. SPS performs the reweighing of Parcels with a designated meter in centres of SPS. In the event of the establishment of difference between the weight of Parcel stated on the parcel label and the Take-over Letter and the weight established by SPS on the designated meter, SPS shall be authorised to correct the difference and to charge rates pursuant to the weight corrected by SPS.

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- 4.12 "Designated meter" shall mean a weighing device which is subject to regular control by the metrological institute or an entity authorised by it.
- 4.13 SPS reserves the right to, but it is not obliged to, open or check or view by means of an X-ray device at anytime any Parcel handed over to it for shipment.
- 4.14 When handing over the Freight for shipment, the Sender is obliged to notify the Carrier of the value of the Freight. If this is in excess of the amount of EUR 1,000.00, the Sender is obliged to request its supplementary insurance pursuant to the value of the Freight. If the Sender undertakes this pursuant to the clauses listed below regarding supplementary insurance (Clause 4.16 of the Commercial Terms and Conditions), the Carrier shall be entitled to request the payment of a contractual penalty pursuant to Art. 10 of these Commercial Terms and Conditions and to perform a set-off of the claim for a contractual penalty against the claim of a Sender for compensation of damages.
- 4.15 The insurance of Freight is applicable to damages caused due to loss, destruction, damage or reduction of Freight. The insurance of Freight with a value stated by the Sender on the Take-over Letter (declared value) up to EUR 1,000.00 is included in the shipment rate. The Sender is obliged to state the value of the shipped goods on the Shipment Letter.
- 4.16 For Freight with a declared value higher than EUR 1,000.00, SPS will charge to the shipment rate a surcharge for "supplementary insurance" in the amount of EUR 1.00 for each EUR 100.00 or part thereof of declared value of the Freight. Upon the payment of a supplementary insurance surcharge to the shipment rate, SPS shall assume the liability to provide the Sender with compensation for damages in the amount of value of Freight declared by the Sender in the Shipment Letter. Freight containing documents and Freight excluded from shipment pursuant to Clause 3.11 cannot be insured.

5. DELIVERY OF FREIGHT

- 5.1 The delivery of Freight can be performed in one of the following ways as regards the delivery of Freight:
- 5.1.1 to the address stated on the address label,
 - 5.1.2 to balíkovo, (i.e. to a self-service box or to business operation).
- 5.2 The delivery of Freight is undertaken by couriers of SPS until the first lockable door of the building at the address of Recipient of the Freight, or up to the entry barrier of the area, if entry is not enabled for the courier of SPS, or up to a no driving sign. The courier of SPS is not obliged to, but may deliver the Freight following mutual agreement with the Recipient of the Freight to a floor, elevator, or apartment. As regards the delivery of Freight, the Recipient of the Freight is obliged to provide the courier of SPS with reasonable cooperation, e.g. with regard to handling freight with a higher weight.

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5.1.1 DELIVERY OF FREIGHT TO AN ADDRESS

5.1.1.1 Delivery of the Freight to the address indicated on the address label is normally undertaken on the next business day after the Freight is picked up/taken over from the Sender. The **standard delivery time** is the time when SPS will as a rule deliver the Freight to the Recipient, unless circumstances excluding liability occur (force majeure). SPS is not liable for the delayed delivery of Freight caused by violation of these Commercial Terms and Conditions by the Sender or Recipient or due to unforeseeable facts pursuant to the Civil and Commercial Code.

5.1.1.2 The delivery of the Freight to the address stated on the address label may be suspended if the courier 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 did not react to a notification of non-delivery, assuming SPS has the relevant telephone number or e-mail address.

5.1.1.3.A delivery attempt shall mean the delivery of Freight once per day on the delivery route of the courier of SPS. If the Recipient rejects the take-over of Freight, the Freight will be returned to the Sender without unnecessary delay. The Sender of the shipment is obliged to pay the rate for the shipment of the Freight to the Recipient (including all surcharges) as well as the rate for return shipment.

5.1.1.4 In the event that the Sender has agreed with SPS in the Service Agreement on the Supplementary SMS service or e-mail notification, or a telephone notification, the Recipient of the Freight will be informed by the day of delivery of the Freight about the delivery of the Freight by an e-mail, SMS message or phone call. The information about the future delivery will include the delivery date of the Freight, the cash on delivery amount (if the Freight is sent with the supplementary Cash on Delivery service) and information on optional redirecting of the Freight.

5.1.1.5 The Recipient shall confirm the receipt of the Freight by an electronic signature made on an electronic device, or in another way documenting the place and time of delivery of the Freight. The electronic signature is considered as a full substitute of a signature on a paper delivery sheet of the company SPS.

5.1.1.6 Upon the delivery of Freight, SPS is authorised to identify the Recipient and to record their identity card number, or other proof of identity.

5.1.1.7 SPS will hand over the Freight without obvious damage on the packaging to the Recipient, in the event of Cash on Delivery following the payment of the cash on delivery amount. Only then may the Recipient open the Freight and check it (but they are not authorised to require the presence and assistance of a courier of SPS). After the opening of Freight, the Freight cannot be returned to the courier of SPS, the Recipient is obliged to contact the Sender of Freight in this regard. The Recipient is

also not entitled to request from the courier of SPS the return of paid cash on delivery.

5.1.1.8 In the event of a declaration of any state pursuant to the Act No. 227/2002 Coll. on state security in the time of war, state of war and state of emergency or any situation pursuant to the Act No. 42/1994 Coll. due to the spread of disease which endangers the health of the Recipient and/or the health of couriers of SPS, no confirmation of delivery of Freight will be performed.

5.1.1.9 Due to other circumstances excluding the liability of SPS (pursuant to § 374 Act No. 513/1991 Coll. Commercial Code and other legal regulations governing circumstances excluding liability), 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, shutdown of transport connections due to unfavourable weather conditions, faulty or missing information from the Sender, or other violation of these Commercial Terms and Conditions of SPS.

5.1.1.10 SPS reserves the right to redirect the Freight to the nearest self-service box or business operation from the place of delivery of Freight in the event that the courier of SPS made every reasonable effort as regards the delivery of Freight if the Recipient or person authorised by them is not present at the time of delivery on the address specified by the Sender. The Recipient will be informed by an SMS notification or by e-mail notification in which nearest self-service box or business operation the Parcel is located.

5.1.2 PROCESS OF DELIVERY OF THE FREIGHT TO balíkovo

5.1.2.1 For the delivery of Parcels to balíkovo, the courier of SPS will normally deliver the Parcel to the designated premises of balíkovo during the next business day after the picking up of the Parcel. SPS is entitled to unilaterally redirect the Freight to other premises of balíkovo, in the event that the space in balíkovo selected by the Sender at the time of delivery of the Freight is unable to receive the Freight due to objective reasons (e.g. for technical reasons, holiday period, etc.) or does not have free capacity to store additional Freight at the time of delivery of the Freight (e.g. the required box size is full). SPS reserves the right to deliver the shipment to other suitable premises of balíkovo locations as close as possible to the location of the original premises of balíkovo at the given location, while taking into account the occupancy of local premises of balíkovo. The recipient will be informed of this by a text message or e-mail notification.

5.1.2.2 In the event that the Sender or Recipient of Freight chooses the option to deliver to balíkovo a Freight/Parcel the contents of which are perishable goods, drugstore goods, or other items that are defined in Clause 3.18 of these Commercial Terms and Conditions, SPS is not responsible for the deterioration of the contents of the Freight/Parcel.

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- 5.1.2.3 Following the insertion of a Parcel in balíkovo an e-mail notification or text message will be sent upon the deposit of the Parcel in balíkovo together with the access code to the Recipient.
- 5.1.2.4 To pick up a Parcel, the opening PIN code is required sent as a text message or e-mail upon deposit of the Parcel.
- 5.1.2.5 In the event of the take-over of the Parcel with the **Cash on Delivery supplementary service** from balíkovo, the Recipient will be asked to pay the delivery amount via the internet payment gateway, and the link to this payment gateway will be sent in advance to the Recipient by the Carrier via text message or e-mail. After SPS registers payment, the Recipient will be sent an e-mail or text message with the PIN code for opening the self-service box.
- 5.1.2.6 **Deposit periods** in balíkovo are as follows:
- 5.1.2.6.1 **Self-service Box**
The Parcel will be deposited in the self-service box for a period of **48** hours from its insertion. 24 hours before the end of the 48 hour deposit period, the Recipient will be informed by a text message or e-mail notification about this and required to pick it up during the next 24 hours. In the event that the Parcel is not picked up from the self-service box after the end of the 48 hour deposit period, the Parcel will be returned to the closest service centre of SPS, where the Parcel will automatically be returned to the Sender at the Sender's expense.
- 5.1.2.6.2 **Business Operation**
The Parcel will be stored at the Business for a maximum period of seven (7) business days of the relevant business operation, and the deposit period shall begin on the following business day.
- 5.1.2.6.3 SPS is entitled to unilaterally change the deposit periods in balíkovo during the seasonal period and a crisis situation. It will inform about this on the website www.sps-sro.sk.
- 5.1.2.7 SPS is authorised to charge a fee for an extension of the deposit period of Freight in balíkovo.
- 5.1.2.8 The rate for the balíkovo service is given in the relevant Price List.
- 5.1.2.9 Freight may be sent from a business operation, i.e. to a self-service box or another business operation or to any address in the Slovak Republic using the Price List valid for balíkovo. The service of sending Freight from balíkovo may only be used at selected business operations of balíkovo designated by the Carrier.
- 5.1.2.10 In the event that for a balíkovo service price conditions were not individually agreed between the Carrier and the Sender. For the balíkovo service shall apply the price conditions for delivery of Freight stipulated in the Service Agreement.

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GENERAL PROVISIONS REGARDING DELIVERY

- 5.3 If Freight cannot be returned to the Sender, SPS will deposit it for the time of the deposit period. The deposit period shall begin on the day following the day on which it was established that Freight cannot be returned to the Sender. The deposit period is 6 months. For the deposit of Freight and opening of the Freight shall commensurately apply the provisions of the Postal Law.
- 5.4 The Carrier shall have the right of distraint to the Freight to secure a claim resulting from the contractual relationship with the Sender or Recipient, i.e. until the payment or settlement of all its claims and other receivable which is an accessory of the Freight pursuant to the rate. If during the retention or deposit period, the contents of Freight deteriorates, if it is required for the protection of human health, the Carrier may liquidate the Freight pursuant to Article 7 of these Commercial Terms and Conditions "Liquidation of Freight".
- 5.5 The Carrier will pay to the Sender the proceeds from any sale after deduction of costs of deposit, costs of sale and unpaid part of shipment services (net proceeds). The price for such services is governed by the valid Price List. The Carrier is authorized to proceed pursuant to § 151s to 151v of the Civil Code, or set-off mutually payable receivables (including cash on delivery) pursuant to provisions of § 358 et seq of the Commercial Code, § 558 of the Civil Code and §323 of the Commercial Code.
- 5.6 In the event of a crisis situation and/or natural disaster and/or in the event of transport limitations, SPS may temporarily limit and/or suspend 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 facts via the website. The Sender and/or the Recipient shall have no claim for compensation of damages in the event of Force Majeure.
- 5.7 SPS only delivers Freight/Parcels within the Slovak Republic. SPS reserves the right to reject the delivery of Freight to allotment areas, protected areas, cottage areas and other areas requiring authorisation pursuant to special regulations.
- 5.8 The Addressee has no right to the delivery of Freight/Parcel at a specified hour 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 at other than the hand-over place, unless otherwise agreed with the courier of SPS.
- 5.9 For multi-unit Freight (*internal designation multicolli*), SPS reserves the right to process them as single-unit Freight, if objective reasons arise (e.g. technical and operational reasons, workload of SPS employees, etc.). If the original multi-unit Freight included the Cash on Delivery supplementary service, SPS reserves the right to collect the full amount of the cash on delivery amount for any Parcel of the original Freight. The remaining Parcels will be delivered without collection of the cash on

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delivery amount, i.e. as standard parcels. SPS is not responsible for any rejection of a Parcel with the Cash on Delivery supplementary service by the Recipient.

6. RIGHTS AND OBLIGATIONS

6.1 SPS has the right:

- 6.1.1 to payment of the rate pursuant to the tariff stated in the Price List, unless a different amount has been agreed in a separate contract,
- 6.1.2 to require from the Recipient the specification of an exact place of delivery for Freight if due to the layout of the residence, registered address or place of business of the Addressee it is not obvious where the delivery should be made,
- 6.1.3 to require from the Recipient the specification of person or persons authorised/empowered to take over the delivery of Freight on behalf of the Addressee (Authorised Recipient),
- 6.1.4 to require from the Recipient proof of identity and recording and processing of personal data,
- 6.1.5 to reject the delivery of Freight if the delivery to the Addressee is not possible and there is a risk of loss, theft or damage to the Freight.

6.2 The Sender is obliged:

- 6.2.1 to label and pack Freight pursuant to these Commercial Terms and Conditions and Manuals stated on websites of the Carrier: e.g. How to pack the Freight properly, How to write the address properly, etc.,
- 6.2.2 to only use for the Freight packaging pursuant to these Commercial Terms and Conditions,
- 6.2.3 to pay the rates pursuant to the current tariff stated in the Price List or in a separate contract.

6.3 The Addressee is obliged to perform technical and organisational measures enabling the delivery of Freight to them. He is obliged:

- 6.3.1 to identify the building where the Freight is to be delivered by data required for the performance of delivery,
- 6.3.2 provide the courier of SPS with free access to the home mail box in the scope adequate to provide free and safe access for the delivery of Freight at all times, where the home mail boxes must be located in residential buildings at the entrance or on their first upper floor, in other premises at the entrance to such premises and in family houses at the boundary of a fenced plot,
- 6.3.3 to use a functioning home mail box for the delivery of letter Freight and to identify the home mail box and entrance to an apartment with data required for the performance of the delivery and
- 6.3.4 to notify the Carrier at their request of the first and family name of authorised recipient as well as the precise place of delivery if due to layout of the residence, registered address or place of business of the Addressee it is not obvious where the Freight should be delivered.

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7. LIQUIDATION OF FREIGHT

- 7.1 The Carrier is authorised, following the end of the deposit period stated in Article 5 Delivery of Freight in Clause 5.3 of these Commercial Terms and Conditions, to **organise the liquidation** of the Freight or its part, if:
- ☞ The content of Freight is worthless or the subject of postal secrecy. The assessment of whether the content of Freight is valuable, worthless or unsuitable shall be for the Carrier to decide,
 - ☞ the contents of the Freight is fully or partially damaged,
 - ☞ if Freight which cannot be delivered is not sold and it cannot be returned or it does not need to be returned pursuant to the Service Agreement,
 - ☞ The Carrier shall notify the Sender of an acknowledgement of a claim for damages on shipped Freight.
- 7.2. The Carrier shall be, after the end of the agreed deposit period, authorised to arrange the **sale** of Freight or its part in a suitable way, unless the Sender since the end of period agreed in Clause 5.3 of these Commercial Terms and Conditions issued an instruction for subsequent procedure to the Carrier, i.e.:
- ☞ The Freight cannot be delivered and it cannot be returned or it does not have to be returned pursuant to the Service Agreement, or
 - ☞ There is reasonable concern that the content of Freight will be impaired before delivery.
- 7.3 The Freight or its part may also be liquidated before the end of the agreed period if it is required to ensure the protection of human health.
- 7.4 The Sender is obliged to compensate the Carrier for any harm suffered by the Carrier in connection with liquidation of the Freight pursuant to this Article, e.g. the return of costs related to satisfaction of third party claims against the Carrier in connection with the Freight.
- 7.5 The liquidation of Freight will be implemented in a way, which with regard to all circumstances is considered by SPS as most suitable. Two employees of SPS will be present at the liquidation of Freight, or the liquidation will be performed by an external liquidation company. SPS or the external liquidation company will take minutes on the liquidation of the Freight.

8. RATES AND PAYMENTS

- 8.1 Rates for the distribution of Freight and other services provided by SPS are stated in the valid current Price List of SPS which is available on its website. A claim for remuneration for the distribution of Freight will arise to SPS in the event of the handing over of the Freight to SPS and its amount is specified in the current Price List of SPS or by a separate contract.

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- 8.2 The rates for shipment of Freight shall be paid in cash or payment card, as a rule by the Sender, unless agreed with them that the shipment rate shall be paid by the Recipient. Payment by bank transfer (payment based on an invoice) is only possible based on a concluded Service Agreement.
- 8.3 With regard to Freight with the payment condition "Freight Collect" (FC) the shipping rate shall be paid by the Recipient of the Freight. If the Recipient of Freight rejects the payment of shipping rate, the Sender shall be obliged to pay the shipping rate pursuant to the valid Price List.
- 8.4 In the Service Agreement is agreed on the basis of an issued invoice, payment for services provided by SPS, i.e. in paper or electronic form. SPS will issue the electronic invoice and send it to the agreed e-mail address stated in the Service Agreement or in the "Consent for Sending Electronic Invoice". In the event that the Sender requires the sending of invoice in paper form, SPS will charge for this service an amount pursuant to the current Price List for each sent paper invoice.
- 8.5 The Sender is authorised to file a complaint about data (e.g. weight of the Freight, surcharges for subsequent handling,) stated in the invoice issued by SPS for the shipment of freight within 30 days from the date of delivery of the invoice to the Sender via web forms. After the above deadline, the Sender shall forfeit their right to any claim.
- 8.6 For the supplementary Cash on Delivery service, the payment of delivery amount (value of Freight) by the Recipient of the Freight is possible in cash or by means of a payment card accepted by SPS. As regards the payment for Freight with cash on delivery (Amount of cash on delivery) the Carrier will (i) transfer to the account specified by the Sender, or (ii) set it off against any receivable from the Sender. In the event that the Bank blocks a transaction made by payment card, the time required for the transfer of amount to the Sender's account will be prolonged by the time of the blockage of funds.
- 8.7 The Carrier will accept payments from the Recipient and Sender of the Freight made with MasterCard or VISA payment cards.
- The Sender agrees that the Carrier has the right to verify the validity, authenticity of the submitted payment card by means of a control of the identity of the credit card holder. In the event that the bank performs a correction accounting of payments and finds financial differences, the Carrier is entitled to payment of such an amount from the Sender, i.e. primarily where:
- 🔗 the transaction was made with a fake or altered payment card,
 - 🔗 the transaction was fraudulent.
- 8.8 In the event of disputes between the Sender and payment card holder regarding the quality of goods or services paid by payment card, no obligations or liability shall arise for the Carrier. If the Bank performs correction accounting or a reverse payment due to a claim, the Sender is obliged to pay such an amount to the Carrier.
- 8.9 Payment with Payment Card is available for all Freight with regard to the supplementary Cash on Delivery service delivered in the Slovak Republic. If the Sender pays for the cash on delivery with Payment Card, the Sender will in addition to the price for the Cash on Delivery service also be charged a Transaction Fee for

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payment by payment card, which is governed by the Price List of the Carrier, or shall be agreed in writing in the Service Agreement or other agreement concluded between the Carrier and the Sender.

- 8.10 When paying the cash on delivery amount or the rate for the distribution of the Freight in cash, the Recipient or Sender of the Freight is obliged to check the cash return in the presence of an SPS courier or an SPS employee. SPS is not liable for subsequently identified discrepancies in the cash return. Any claims will be rejected.
- 8.11 SPS is 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 Price List 08:11. The confirmation of delivery may be transmitted electronically or by post.

9. RULES FOR CLAIMS

- 9.1 A claim proceeding shall be governed by separate Rules for Claims, which forms an inseparable part of these Commercial Terms and Conditions.

10. AGREEMENT ON CONTRACTUAL PENALTY

- 10.1 If in the event of a claim for compensation of damages, it comes to light that the Sender handed over for shipment Freight with a value higher than EUR 1,000.00 and did not notify such a fact to the Carrier in a timely manner or notified the Carrier of a lower price than the actual price of the Freight and thus prevented the Carrier from taking out regular supplementary insurance of the Freight for its actual value, the Sender shall be obliged to pay the Carrier a contractual penalty calculated in the following way:
 $ZP = SH - PH$
ZP = Contractual Penalty
SH = actual value of the Freight
PH = insured value (value up to which the Freight is insured)

The Carrier is authorized to make a claim against the Sender for contractual damage in the amount of the difference of the actual value of the Freight and the value stated by the Sender on the shipment letter. Any other claims of the Carrier, primarily a claim for compensation of damages, shall be unaffected by this.

- 10.2 The Carrier is authorized to set-off a claim for contractual penalty against a claim of the Sender for compensation of damages incurred as regards shipped Freight.
- 10.3 In the event that the Sender handed over for shipment Freight that contains items excluded from shipment pursuant to Clause 3.18 of these Commercial Terms and Condition, the Sender shall be obliged to pay the Carrier a contractual penalty in the amount of damage incurred by the Carrier.

11. PERSONAL DATA PROTECTION ("GDPR")

- 11.1 From the point of view of personal data protection, SPS acts in the legal position of the operator, which determines the purposes and means for processing of personal data.

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For the purpose of these Commercial Terms and Conditions the following terms in bold shall have the following meanings:

- ✔ **GDPR**: Regulation No 2016/679 of the European Parliament and of the Council (of EU) 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,
- ✔ **Personal Data** pursuant to § 11 of Act on Postal Services, mainly: first name, family name, title, address, birth date, birth registration number, data on identity card, bank details, telephone number, e-mail address, relation of the representative with the addressee, data on the course of distribution and on impossibility to deliver the mailing,
- ✔ **Person Concerned** pursuant to Article 4, Section 1 of GDPR: any natural person whose personal data are subject to processing, i.e. the Recipient of Freight or Sender of Freight if they are natural persons.

11.2 SPS processes personal data, inter alia, for the following purposes and on the basis of the below stated legal bases:

- 11.2.1 SPS processes personal data for the purpose of **delivery of Freight** to the Recipient of Freight pursuant to Article 6 Section 1 Letter f) of legitimate interests of GDPR arising from the provision of § 11 of the Postal Law.
- 11.2.2 SPS processes the personal data of data subjects for the purpose of **handling claims and complaints** pursuant to Article 6 Section 1 Letter c) of GDPR resulting from the Postal Law.
- 11.2.3 SPS processes the personal data of data subjects for the purpose of **bookkeeping** pursuant to Article 6 Section 1 Letter c) of GDPR, necessary to fulfil the legal obligations arising from 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,
- 11.2.4 SPS processes the personal data of data subjects for the purpose of its **legal agenda** (i.e. handling of court and other disputes) pursuant to Article 6 Section 1 Letter c) of GDPR necessary to fulfil legal obligations arising from Act No. 160/2015 Coll. The Civil Dispute Procedure, from Act No. 307/2016 Coll. on reminder proceedings and amendments to certain laws, Act No. 244/2002 Coll. on arbitration proceedings, Act No. 301/2005 Coll. The Criminal Code, Act No. 7/2005 Coll. on bankruptcy and restructuring and on amendments to certain laws, Act No. 162/2015 Coll. The Administrative Court Procedure, Act No. 233/1995 Coll. on bailiffs and enforcement activities (Executive Regulations) and on amendments to other laws.
- 11.2.5 SPS processes the personal data of data subjects for the purpose of the **exercise of the rights of application of data subjects** pursuant to Article 6 Section 1 Letter c) of GDPR necessary to fulfil the legal obligations arising from the Regulation and Act No. 18/2018 Coll.

11.3 A Sender who has concluded a Service Agreement with SPS, is in the relation to data subjects obliged to inform such a data subject in the scope pursuant to Article 13 and 14 of GDPR (i.e. on behalf of the Sender and on behalf of SPS), mainly (but not only) on the rights of the data subjects and that the personal data of the data subjects will be for the purpose stipulated in Clause 11.2 of these Commercial Terms and Conditions provided to SPS, which will process it pursuant to Clause 11.2 of these Commercial Terms and Conditions.

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- 11.4 SPS processes personal data of data subjects on its own behalf, and authorises data processing by data processors, by means of which it provides for provision of services stipulated in 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 GDPR.
- 11.5 The responsible person of SPS as regards personal data protection can be contacted on: zodpovednaosoba@sps-sro.sk or at: Senecká cesta 1, 900 28 Ivanka pri Dunaji. Please mark the envelope "GDPR – Responsible Person".
- 11.6 Information and data to which personal data personal protection is applicable can only be provided to the concerned person, i.e. to the person to whom the personal data relates and can be clearly identified, e.g. by the Freight number. SPS is in justified cases entitled to the payment of costs for the provision of information and data.
- 11.7 Information and data to which personal data personal protection is applicable will be provided by SPS to categories of recipients, namely entities to which the provision of personal data for the SPS arises by law, e.g. a court, office of public prosecution or other state body for the purpose of performing its tasks pursuant to a special regulation or for the purpose of detection, investigation, and prosecution of criminal offences.
- 11.8 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 data portability,
 - ✔ Right to file complaints to the supervisory body.
- 11.9 More detailed information regarding the protection of personal data, in particular a detailed description of purposes, legal bases, processing periods, recipients and rights, can be found on the website of SPS <https://www.sps-sro.sk/ochrana-udajov/>.

12. CLOSING PROVISIONS

- 12.1 These Commercial Terms and Conditions are binding for SPS as well as for the Sender and Recipient of Freight, and for other persons to who 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 agree, to exclude doubt, that they agree pursuant to § 262 of the Commercial Code to the applicability of the Commercial Code) and by the Act on postal services and by other legal regulations valid in the Slovak Republic.

- 12.2 Any disputes arising from the Service Agreement shall be resolved by means of the competent courts of the Slovak Republic.
- 12.3 These Commercial Terms and Conditions shall be applicable, unless otherwise stipulated by a written agreement or contract.

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- 12.4 These Commercial Terms and Conditions are published on the publicly available website of SPS, i.e. 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 address stated in the first sentence of this Clause, the wording published on the publicly available website of SPS shall prevail: www.sps-sro.sk.
- 12.5 SPS is authorised to change or fully substitute these Commercial Terms and Conditions by issuing an amendment. Amended Commercial Terms and Conditions shall be binding for the Sender and/or Recipient from the date of publication on the website www.sps-sro.sk, unless otherwise specified in their content.
- 12.6 The Commercial Terms and Conditions shall lose their validity and effectiveness on the date when new Commercial Terms and Conditions become valid and effective. All Service Agreements as well as other agreements whose subject is the provision of services stated in the Commercial Terms and Conditions by SPS which were concluded before the validity and effectiveness of these Commercial Terms and Conditions, and governed by the existing Commercial Terms and Conditions shall be governed from the date of the validity and effectiveness of the new Commercial Terms and Conditions by such new Commercial Terms and Conditions. All references stated in the Service Agreements which referred to the Commercial Terms and Conditions of SPS shall refer to these Commercial Terms and Conditions, unless otherwise expressly agreed. In the event of a change to the numbering or identification of an article which is referenced in the previous Commercial Terms and Conditions, the referenced article shall mean an article which governs the content and purpose of relations in the way closest to the referenced article.
- 12.7 These Commercial Terms and Conditions in the full scope replace the previously valid and effective Commercial Terms and Conditions. These Commercial Terms and Conditions shall become effective as of **15.09.2023**.