

# General Terms and Conditions Parcel Distribution and Processing GLS General Logistics Systems Slovakia s.r.o.

In cases where liability is not defined by the terms and conditions of the Association of Logistics and Freight Forwarding of the Slovak Republic and CMR Convention on the Contract for the International Carriage of Goods by Road, Geneva, 15 July 1978, in wording of the Additional Protocol to the CM Convention published in the Collection of Laws of the Slovak Republic under No. 163/2008 Coll. and the Act of the National Council of the Slovak Republic No. 324/2011 Coll. on Postal Services as amended Postal Services Act, the liability of GLS General Logistics Systems Slovakia s.r.o, registered office: 1039 Budča 962 33, IČO: 36 624 942, registered in the Commercial Register of the Banská Bystrica District Court, section: Sro, insert no. 9084/S (hereinafter referred to as "GLS Slovakia") shall be governed according to the following General Terms and Conditions, (hereinafter referred to as "General Terms and Conditions" or "GTC").

#### § 1 Introduction

GLS Slovakia performs transport services within the scope of Act on Postal Services (hereinafter referred to as "parcel transport" or "transportation service") for Client. transportation services are provided upon of the concluded Transport Contract or/and Price quotation concluded between the Client and GLS Slovakia. The General Terms and Conditions describe the services - products that GLS Slovakia has committed itself to provide as a supplier as well as the terms and conditions to be met by the Client in order for GLS Slovakia to guarantee the quality of the service (parcel delivery). GLS Slovakia offers door-to-door transport and uses such means of communication that enable the Client to get answers to all questions concerning parcel distribution via telephone or the Internet. The services provided by GLS Slovakia also include services mediated by other suppliers (subcontractor's performance). The subcontractor shall be hold responsible for such services to the scope defined in a contract concluded with GLS Slovakia. These General Terms and Conditions are an integral part of each Transport Contract and/or Price Quotation concluded by GLS Slovakia as the Consignor with the Client. The Client declares that before concluding the Transport Contract and/or the Price Quotation he has read and acquainted with the contents of the General Terms and Conditions of GLS Slovakia and that he agrees with them and accepts them without reservation. GLS Slovakia is entitled to make changes at the GTC, and is obliged to notify the Trustee by its publication on the website gls-group.eu, at the latest before their entry into force. The Trustee and GLS Slovakia have agreed that the Trustee undertakes to continuously monitor the GLS website and to become acquainted with its current wording, including the wording of the GTC. The Trustee declares that he is with the currently valid GTC acquainted and agrees with them by submitting the shipment for transport.

Electronic communication between GLS Slovakia and the Client sent to the e-mail address specified in the "Client Card" or in the "Consent to sending electronic invoices" is considered equivalent to letter communication.

#### § 2 Customer service

The Customer service is available to the Clients in GLS Slovakia offices on business days at standard conditions between 8:00 until 18:00; according to the parcel number, the authorised employees provide the Clients with information of delivery concerning their parcels (IOD), copy of a proof of delivery (POD) if required by the Client and they also deal with any potential complaints concerning transport of parcels. Information about delivery of a parcel can be acquired on web site www.gls-slovakia.sk on-line, in the tracking system

Contact details of Customer Service section:

Tel.:+421 45 524 25 00 or 18 585 e-mail: info@gls-slovakia.sk

according to the parcel number.

## Provision of information, dealing with complaints and claims

The Client or its representative may receive information about the parcel from competent employees of the Customer Service section based on the parcel number and subsequently such person is entitled to require certain information of delivery (IOD) and copy of the Proof of delivery (POD). The Proof of Delivery (POD) is available the next business day following the day of delivery of the parcel. If the parcel delivered is damaged, the Client is entitled to register such damage via web site <a href="https://gls-group.eu/SK/en/claims">https://gls-group.eu/SK/en/claims</a>, employees shall verify the submitted complaint or claim, take corrective measures and the claimer shall be notified of the result, if possible. All complaints and claims can also be registered in the book of complaints available at the GLS Slovakia headquarters or at all other depots. The Customer service shall verify the complaints and claims as soon as possible, but no later than 30 days after the complaint or claim was filed. The 30-day period for settling a complaint begins on the day when the Client provides GLS Slovakia with all the required documents necessary to settle the complaint. In cases where the complaint concerns a larger number of shipments, GLS Slovakia may extend the time limit for settling the complaint up to 90 days on the basis of (§ 28, par. 4, Postal Services Act), while GLS Slovakia is obliged to inform the user of the transport service about the extension of the time limit for settling the complaint within 30 days from the submission of the complaint or claim. The user of the transport service undertakes to provide GLS Slovakia with the required cooperation in settling the complaint, which also includes the submission of the required documents to the GLS Slovakia complaint department. In case of failure to submit the required documents by the transport service user within 8 days from the day of its delivery, GLS Slovakia is entitled to conclude the complaint after the statutory time limit for its settlement, whereas in this case GLS Slovakia is not liable for damage to the user of the transport service. Complaints and claims shall be registered in accordance with ISO regulations on Quality Management and the root causes of problems shall be removed. GLS Slovakia is obliged to keep records of filed claims, their content and resolution. The Client is obliged to provide GLS Slovakia with correct data on character and content of a parcel; otherwise it shall be hold responsible for damage incurred by GLS Slovakia as a result of breaching this obligation.

## § 4 Objectives and territorial validity of General Terms and Conditions of GLS Slovakia



GLS Slovakia provides the distribution of parcels on the basis of a valid concluded Contract and/or a Price quotation. The contractual relationship may be established by usual method of signing the contract by the participants, or upon written acceptance of the price quotation. A prerequisite for validity of such contractual relationship is that the Client always has enough shipping labels (bar codes) issued by GLS Slovakia and that the Client uses only the shipping labels issued for its company, which are compatible with the system of GLS Slovakia. The Client undertakes to use only the assigned shipping labels and not to hand them over, exchange, lend or make them available to any other Clients, while in the event of unauthorized handling of shipping labels, the Client undertakes to compensate GLS Slovakia for the damage caused in this way at the first request. At the same time, GLS Slovakia is not responsible for the consequences of unauthorized manipulation with shipping labels (exchange, use of incorrect labels, etc.) At the same time, GLS Slovakia cannot be liable in such cases for the correctness of invoicing, for incorrect collection of cash on delivery, incorrect sending of cash on delivery, etc. The General Terms and Conditions apply to all activities of GLS Slovakia, however, mainly to services of express parcel transport, pickup of parcels, loading and unloading of parcels, handling parcels, transloading of parcels and temporary storage of parcels in case of undelivered parcels, as well as organization of transportation of export parcels within the countries included in the network of GLS General Logistics Systems. The General Terms and Conditions apply to shipments to which GLS Slovakia has contractually committed, or there is an accepted price quotation for such shipments. The General Terms and Conditions do not apply to import shipments in cases where the Client has contractually agreed with the foreign partner "GLS General Logistics Systems". In this case, the General Terms and Conditions of the foreign partner apply to this shipment.

#### The activities of GLS Slovakia include:

- delivery of domestic parcels within 24 hours "BusinessParcel" and "BusinessSmallParcel" (delivery the day after pickup, informative data),
- export parcel service provided in cooperation with GLS General Logistics Systems to the countries of the European Union and to Switzerland, Norway, Liechtenstein, the United Kingdom of Great Britain and Northern Ireland, Monaco, Turkey, Cyprus, Bosnia and Herzegovina, Serbia,
- import of parcels to Slovakia through General Logistics Systems and its contractual partners from the above-mentioned countries; as well as customs clearance of parcels on the basis of the sender's authorization and delivery of these parcels in Slovakia,
- additional services, provision of which is arranged by a written agreement or specification of the additional service in the accepted price quotation.

#### Domestic services of GLS Slovakia

In the domestic distribution of parcels, the parcel is supervised from loading to unloading and information about the parcels, as well as proof of delivery, can be traced back. In case the address has changed, GLS Slovakia will contact to specify the address and deliver the parcel to the right address. In the case of a B2C parcel (delivery to a private address) are realized 3 delivery attempts, in the case of a B2B parcel (delivery to a company address) 2 delivery attempts. In the case of an

agreement with a user of transport services, GLS Slovakia can also deliver the parcel to an alternative place of delivery to the selected "Parcelshop" or "Parcellocker.

## For delivery of a parcel within Slovakia, the sender may use the following additional services:

ExpressParcel - Express parcel, ExpressSmallParcel -Small express parcel - delivery of an urgent and timesensitive parcel before 12:00 am of a day following pickup (only to the locations specified and approved by GLS Slovakia). CashService - Cash on delivery - Settlement and transfer of cash received upon delivery to the partner's bank account number. Transfer of cash on delivery is made daily (on working days) or, on the basis of a special agreement with the contractual partner on a weekly or monthly basis. GLS Slovakia may collect cash on delivery from the consignee on the basis of the request of the Client, in cash or non-cash using the VIAMO service or by payment via portable POS terminals, by payment cards. An exception is the selection of cash on delivery for parcels that have been delivered to ParcelLockers of GLS Slovakia based on the request of Clients and/or users of transport services, where cash on delivery can only be paid by credit card and that via built-in POS terminal in the ParcelLocker itself, or alternatively online through the GLS Application. The service can be ordered only through the installed GLS Connect application or through the online platform GLS ONLINE and MY GLS. The maximum value of cash on delivery for a parcel may not exceed 2 655,50 Eur. The service fee is charged even in the event of an unsuccessful attempt to deliver the parcel. GLS Slovakia reserves the right to apply the rounding of each COD amount paid by cash in accordance with the rules established by law No. 18/1996 Coll. on Prices as amended by later legislation.

BankCardService – Payment for COD by credit card payment via a payment terminal, alternatively online through the GLS Application - can be ordered together with the CashService service. By selecting this service, GLS Slovakia offers to consignee a possibility to pay via a portable POS Terminal, which is carried by each courier and then prints the proof of payment.

AddOnInsuranceService – Additional insurance of all parcels – additional insurance of all parcels with a value above 332,00 Eur up to max. value of 2 655,50 Eur.

DeclaredValueInsuranceService - Additional insurance of selected parcels - additional disposable insurance for selected parcels with a value above 332,00 Eur up to max. value of 2 655,50 Eur. The service can be ordered through GLS Online, My GLS or GLS Connect.

Pick&ShipService - Pick-up and delivery - based on the authorization of the contractual partner, GLS Slovakia picks up the parcel at the specified address and delivers it to another specified address in Slovakia. GLS Slovakia by e-mail notification to the provided contact by the contractual partner, informs about the expected 3-hour time interval of the parcel pick-up at the address specified by him. The service may be ordered by using the GLS Connect software, via the GLS Online platform or MY GLS. In the case of collection in Slovakia, and instructions received by 16:00 on working days the service of pick up will be fulfilled on the following working day, if the collection date was not chosen by the contractual partner otherwise. The performance deadline for instructions registered after 16:00 may be extended by 1 working day. Pick&ReturnService - Pick-up and return delivery - based

on the authorization of the contractual partner, GLS Slovakia



picks up the parcel at the specified address and delivers it back to the contractual partner. GLS Slovakia by e-mail notification to the provided contact by the contractual partner, informs about the expected 3-hour time interval of the parcel pick-up at the address specified by him. The service may be ordered by using the GLS Connect software and via the GLS Online platform or MY GLS. In the case of collection in Slovakia, and instructions received by 16:00 on working days will be fulfilled on the following working day, if the collection date was not chosen by the contractual partner otherwise. The performance deadline for instructions registered after 16:00 may be extended by 1 working day.

ExchangeService – Exchange of parcels – in exchange for the delivered parcel, GLS Slovakia will pick up another parcel located at the addressee which will deliver to sender. When ordering the service, to sender will be charged a fee for the transport of the parcel for exchange, picked up parcel and additional service.

DayDefiniteService – Delivery on a specified day - the sender chooses in advance the day when GLS Slovakia delivers the parcel to the consignee within 5 working days from its sending.

Guaranteed24Service – Guaranteed delivery on the following day – in the case of ordering the service, GLS Slovakia undertakes to make a delivery on the next working day from the pickup. If this deadline is not met through the fault of GLS Slovakia, GLS Slovakia will refund the price for transport and twice the extra charge for the service. The service can be used exclusively for the delivery of B2B parcels. ContactService – Telephone contact before delivery - the GLS Slovakia driver is obliged to contact the consignee by telephone before delivery and inform him/her of the estimated time. The call is for information purposes only and no other time of delivery can be agreed.

ScheduledDeliveryService – Time-limited delivery – if the service is ordered, the sender is entitled to require delivery of a parcel in a specified two-hour interval anytime between 8:00 and 17:00. (in cities equipped with a depot).

AddresseeOnlyService – Parcel to be delivered only to a consignee – the sender is entitled to specify a person who only may takeover the parcel. When picking-up the parcel, the addressee must present an official document certifying their identity. The number of the identity document is recorded electronically at the time of delivery.

FlexDeliveryService - E-mail notification - informing the consignee by e-mail about the parcel movement; the consignee has also the opportunity to actively enter into the process of delivery online, based on the instructions from notification. Consignee has an opportunity to change the delivery address, day of delivery, choose personal collection at the depot, or picking up parcel in the network of GLS ParcelShops and ParcelLockers or reject parcel. If no instructions are given by consignee, the parcel will automatically be sent on delivery on the first day following dispatch, then on third and fifth day in case of unsuccessful delivery attempt. In case of an unsuccessful delivery attempt, the recipient will receive an e-mail notification about the unsuccessful delivery with the possibility to schedule another delivery. The notification also contains a link to enter a request for further delivery.

FlexDeliverySMSService - SMS notification - informing the consignee about the parcel movement by SMS or message from the mobile application Viber. The consignee has also the opportunity to actively enter into the process of delivery

online, via the link in the notification, through which can register and changed delivery address, day of delivery, choose personal collection at the depot, or picking up parcel in the network of GLS ParcelShops and ParcelLockers or reject parcel. If no instructions are given by consignee, the parcel will automatically be sent on delivery on the first day following dispatch, then on third and fifth day in case of unsuccessful delivery attempt. In case of an unsuccessful delivery attempt, the recipient will receive an e-mail notification about the unsuccessful delivery with the possibility to schedule another delivery. The notification also contains a link to enter a request for further delivery. The service is possible only if the FlexDeliveryService service (e-mail) is active.

ShopDeliveryService – while ordering a service the parcel delivery will be into into the selected GLS ParcelShop or Parcellocker. GLS will notify the addressee by e-mail notification and text message or a message from the mobile application Viber that parcel has arrived into the GLS ParcelShop, ParcelLocker. When picking-up the parcel, the addressee must present the parcel number and PIN code from SMS, Viber message or e-mail notification, alternatively the document certifying addressee's identity. Parcels sent with the use of ShopDelivery Service, may only be delivered to the ParcelShop selected by the Client or to specified GLS ParcelLocker, but not to the addressee's address. The actual network of GLS Parcelshops and ParcelLockers is available on <a href="https://gls-group.com/SK/en/parcelshop-finder">https://gls-group.com/SK/en/parcelshop-finder</a>

#### **Delivery to GLS ParcelLocker**

Delivery to GLS ParcelLocker is possible, if the Client has ordered the service ShopDeliveryService or this method of delivery has been selected by the addressee through the option of redirecting the parcel by the FlexDeliveryService or according to the oral agreement of the delivery parties. After the parcel delivery to the GLS ParcelLocker addressee will receive an e-mail notification and SMS or a message from the Viber application about its delivery which containing the address of the GLS ParcelLocker, parcel number and a unique code needed for parcel collection. In the case of parcel with COD, the COD amount may only be paid by the credit card and that through the built-in POS terminal in the ParcelLocker or alternatively online through the GLS Application. The door to the compartment with the parcel will only be opened after the payment of COD. After collection, the addressee will receive a confirmation e-mail of the successful collection of the parcel and payment of the COD. The maximum dimensions of parcel that can be placed in GLS ParcelLocker are found in §8 of these GTC.

#### **Delivery to Parcelshop**

Delivery to GLS Parcelshop is possible, if the contractual partner has ordered the service ShopDeliveryService or this method of delivery has been selected by the addressee through the option of redirecting the parcel by the FlexDeliveryService or according to the oral agreement of the delivery parties. After the parcel delivery to GLS Parcelshop, the addressee will receive e-mail notification with the address of the relevant Parceshop, the parcel number and an SMS or message from the Viber application with PIN code collection. The addressee has 5 working days for collection. When collecting, it is necessary for the recipient or a person authorized by him to prove himself with the parcel number and PIN from the notification, or with a document confirming his identity.

 $\label{eq:preadvice} \textit{Service} - \text{informing the user of the transport service} \\ \textit{about the interval of 3 hours when the parcel will be delivered.}$ 



The information is send by SMS or message from the mobile application Viber on the day of delivery.

SMSService – informing the user of the transport service about the delivery of the parcel, the information is send by SMS or message from the mobile application Viber on the day when the Client printed the shipping label and sent the data for a specific parcel. Text messages shall be worded by the Client, and may include the parcel's identification number and the COD amount that will be payable upon delivery. The service may be ordered using the GLS Connect software, MY GLS and via the GLS Online platform; message may be no longer than 160 characters, subsequently, it is necessary to manually confirm the sending of messages in the systems.

DocumentReturnService – Return of documents – when delivering the parcel, the courier of GLS Slovakia asks the consignee to confirm the document that accompanies the parcel and delivers it back to the sender.

ParcelShop - "Pick-up point", in GLS Slovakia Parcelshop network, it is possible to submit a parcel for delivery in Slovakia and for export (to selected European countries). Information on the method of sending parcels and the current network of GLS Parcelshops is available at www.gls-slovakia.sk.

ParcelLocker – Sending of parcels – as part of the expansion of its services, GLS Slovakia has introduced the option of sending parcels for domestic and export delivery (to selected European countries) directly via GLS ParcelLockers. The user of the service generates a shipping label through online access via <a href="www.glskurier.sk">www.glskurier.sk</a>, affixes it to the parcel and, based on the instructions for posting the parcel, puts the parcel into the GLS ParcelLocker. Detailed information on the available network of ParcelLockers can be obtained at <a href="www.gls-slovakia.sk">www.gls-slovakia.sk</a>.

The services for export delivery of a parcel that can be used by the sender-Client are as follows:

HungaryExpressParcel, HungaryExpressSmallParcel - Express parcel to Hungary and a small express parcel to Hungary - delivery the next day by 12:00 (in places approved by GLS). Without ordering the "Express" service, it is normally delivered within 24 hours.

CashService – Cash on delivery – Settlement and transfer of cash received upon delivery to the partner's bank account number. Transfer of cash on delivery is made daily (on working days) or, on the basis of a special agreement with the contractual partner on a weekly or monthly basis. The service can only be ordered through the installed GLS Connect application or through the online platform GLS Online or MY GLS. The service fee is charged even in the event of an unsuccessful attempt to deliver the parcel. The amount of the cash on delivery must not exceed the limit of the given country. Information can be found in the export price quotation.

BankCardService – Payment for COD by credit card payment via a portable POS terminal can be ordered together with the CashService service. By selecting this service, GLS offers the consignee a possibility to pay via a portable POS Terminal, which is carried by each courier and then prints the proof of payment. The service can only be ordered with a cash on delivery parcel to Hungary, the Czech Republic, Slovenia and Croatia.

AddOnInsuranceService – Additional insurance of all parcels - with a value above 332,00 Eur up to max. value of 1 000,00 Eur.

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DeclaredValueInsuranceService – Additional insurance of selected parcels – additional disposable insurance for selected parcels with a value above 332,00 Eur up to max. value of 1 000,00 Eur. The service can be ordered through the GLS Online. GLS Connect. MY GLS program.

Pick&ShipService - Pick-up and delivery - based on the authorization of the contractual partner, GLS picks up the parcel in Hungary and delivers it to another specified address in Slovakia. The service may be ordered by using the GLS Connect software and via the GLS Online or MY GLS platform. In case of collection in abroad, and instructions received by 16:00 on working days will be fulfilled on the following working day, if the collection date was not chosen by the contractual partner otherwise. The performance deadline for instructions registered after 16:00 the pick-up may be extended by 1 working day.

Pick&ReturnService – Pick-up and return delivery – based on the authorization of the contractual partner, GLS picks up the parcel at the specified address in Hungary and delivers it back to the contractual partner. The service may be ordered by using the GLS Connect software, via the GLS Online platform or MY GLS. In the case of collection in abroad, and instructions received by 16:00 on working days will be fulfilled on the following working day, if the collection date was not chosen by the contractual partner otherwise. The performance deadline for instructions registered after 16:00 may be extended by 1 working day.

ExchangeService – Exchange of parcels - in exchange for the delivered parcel, GLS will pick up another parcel from the addressee and deliver it back to the sender. The service is only possible on the territory of Hungary.

Guaranteed24Service – Guaranteed delivery on the following day – in the case of ordering the service, GLS Slovakia undertakes to make a delivery on the next working day from the pickup. If this deadline is not met through the fault of GLS Slovakia, GLS Slovakia will refund the price for transport and twice the extra charge for the service – only in Hungary. The service can be used exclusively for the delivery of B2B parcels.

ContactService – Telephone contact before delivery – the GLS Slovakia driver is obliged to contact the consignee by telephone before delivery and inform him/her of the estimated time. The call is for information purposes only and no other time of delivery can be agreed. Service available only for parcels send on export to Hungary.

DayDefiniteService – Delivery on a specified day – the sender chooses in advance the day when GLS delivers the parcel to the consignee within 5 working days after its posting. Available only in Hungary.

ScheduledDeliveryService – Time-limited delivery – if the service is ordered, the sender is entitled to require delivery of a parcel in a specified two-hour interval anytime between 8:00 and 17:00 – available only in Hungary in cities equipped with a depot.

AddresseeOnlyService – Parcel delivery only to a consignee – the sender is entitled to specify a person who will accept the parcel. When picking-up the parcel, the addressee must present an official document certifying their identity. The number of the identity document is recorded electronically at the time of delivery. Available only in Hungary.

FlexDeliveryService (valid only for parcels to CZ, HU, RO, SI and HR) – E-mail notification - informing the consignee by e-mail about the parcel movement; the consignee has the opportunity to actively enter into the process of delivery



online, where may be registered and changed delivery address, day of delivery, or chosen personal collection at the depot, rejection of the parcel, or picking up parcel in the network of GLS ParcelShops or ParcelLockers. If no instructions are given by consignee, the parcel will automatically be sent on delivery on the first day following dispatch, then on third and fifth day in case of unsuccessful delivery attempt.

FlexDeliverySMSService (valid only for parcels to CZ, HU, RO, SI and HR) - SMS notification - informing the consignee about the parcel movement by SMS; the consignee has the opportunity to actively enter into the process of delivery online, where may be registered and changed delivery address, day of delivery, or chosen personal collection at the depot, rejection of the package, or picking up parcel in the network of GLS ParcelShops or Parcellockers. The current list of countries with the possibility of delivery to the ParcelShops or ParcelLockers network is given at <a href="https://www.gls-slovakia.sk">www.gls-slovakia.sk</a>. The service is possible only if the FlexDeliveryService service (e-mail) is active.

FlexDeliveryService (valid only for parcels to DE, AT, PL, BE, LU, CH, DK, NL, FR, GB, IE, ES, GR, FI, IT, PT, NO, BG) – E-mail notification - informing the consignee about the movement of the parcel.

ShopDeliveryService – if the service is ordered, delivery is made to the collection facilities of GLS Parcelshops or ParcelLockers in the countries of Eastern Europe: in Hungary, the Czech Republic, Slovenia, Romania and Croatia. Parcels sent with the ShopDelivery Service can only be delivered to the selected GLS ParcelShop or ParcelLocker chosen by the contractual partner, but not directly to the recipient's address. GLS informs the addressee through a notification that his parcel has arrived at the Parcelshop, ParcelLocker. When collecting the parcel, the addressee must provide the parcel number and PIN code from the SMS/e-mail, or provide a document confirming his identity.

PreadviceService – informing the user of the transport service about the interval of 3 hours when the parcel will be delivered. The information is send by SMS on the day of delivery. The service is active only for parcels destined for Hungary.

SMSService – informing the user of the transport service about the delivery of the parcel, the information is sent by SMS on the day when the Client printed the shipping label and sent the data for a specific parcel. Text messages shall be worded by the Client, and may include the parcel's identification number and the COD amount that will be payable upon delivery. The telephone number of GLS Slovakia's Customer service Office for addressees is automatically added to the end of the message. The service may be ordered using the GLS Connect software, MY GLS or via the GLS Online platform; messages may be no longer than 160 characters. The service is active only for parcels destined for Hungary.

DocumentReturnService - Return of documents - when delivering the parcel, the courier of GLS Slovakia asks the consignee to confirm the document that accompanies the parcel and delivers it back to the sender. Available only in Hungary.

For export parcels, delivery times range from 2-10 working days after loading the parcel, depending on the destination, and are for information only. In the case of an export parcel to Hungary, standard delivery is within 24 hours since pickup. Export parcels to the Czech Republic are delivered within 24 hours if the parcel has been picked up at places approved by

GLS Slovakia. In other cases, delivery to the Czech Republic is done within  $48\ \text{hours}.$ 

"In the case of export, delivery of the parcel within a certain period is ensured by GLS General Logistics Systems' foreign partners so that the parcel remains in the closed GLS General Logistics Systems system from loading to unloading, and parcel information and proof of delivery (with regard to limitation) can be traced back".

For the transport of parcels, it is possible to order the abovementioned additional services for an extra charge, the prices of which are in the price quotation concluded between the Client and GLS Slovakia.

# § 5 Parcel, address label, packing, addressing, closing of parcels

The Client is responsible for the careful and professional packing of the goods, which allows the parcel to be suitable for industrial handling, transloading in sorting centres and road transport, thus ensuring its delivery to the addressee without damage. GLS Slovakia assumes responsibility for transport only for parcels packed and marked in a sufficient and prescribed manner and for parcels marked with the prescribed GLS Slovakia address labels, marked with the GLS logo and name, from which it is clear that the parcel is being delivered in the GLS system. The handling of parcels in the GLS Slovakia system is performed by industrial technology, i.e. posting of parcels on which the given technology cannot be use is not allowed.

### Therefore, packing of parcels must meet the following conditions:

- Goods to be sent for repair or replacement must be sent in the original packaging by using a sufficient quantity of filling material.
- Every item, even if difficult to pack, needs to be packed strongly.
- Cartons should be sealed with adhesive tape on each side. If possible, the use of adhesive tape with the Client's company logo is recommended.
- The envelope containing the consignment note or labels indicating fragile goods, cash on delivery or other special markings must be affixed to the largest area of the parcel.
- All already used shipping labels, shipping tapes with the original logo of other senders, invoices or delivery notes must be removed. In the event that due to failure to remove these indicators or shipping labels, resp. labels of another shipping company the parcel is lost, cash on delivery not collected or delivery of the parcel delayed, GLS Slovakia is not liable for damages due to this reason.
- If the delivery to one address consists of several pieces, labels with special requirements must be affixed to each piece. If the delivery consists of several pieces, it is necessary to state the entire amount of cash on delivery on the consignment note and also on the parcel.
- Dangerous goods cannot be handed over for transport even if the parcel is correctly marked with the exception of parcels containing dangerous goods in a limited LQ (Limited Quantity), which are packed in prescribed packaging and marked with a

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LQ (Limited Quantity) mark. Car batteries, new or used, must be equipped with a carrying device, must not show any dangerous traces of alkalis or acids on the outside, and must be protected against short circuits.

- The goods parcel must be packed so that the individual pieces of goods in the parcel do not move.
- In the case of sending liquids, plastic bottles should be preferred over glass bottles. Absorbent material should always be placed around the bottles.
- A layer of cushioning material must be placed on the bottom of the box to increase the protection of the goods during transport.
- Each part of the goods must be wrapped separately with protective material and placed in the center of the box, with the individual parts being sufficiently far from each other and from the walls of the packaging.
- The remaining gaps should be filled and another layer of cushioning material is placed on the top.
- There must be no unevenness or protruding parts on the surface of the parcel.
- The packaging of the goods must be such that the consignment note and barcodes can be placed on it (on a flat surface), which will then be scanned in transhipment points and during transport.
- Only a properly sealed and intact parcel can be send.
- Long or sharp or pointed parts of the goods must not protrude from the parcels.
- It is necessary to make optimal use of the space in the box (i.e. fill the free space between the goods and the wall of the box) and to use high-quality, dimensionally suitable packaging material to ensure the protection of the goods.
- Fragile goods must be packed with increased care, using a suitable filling material, such as polystyrene foam, in order to reduce the risk of damage. Although the "Fragile Goods" label requires careful handling, it does not completely protect the goods, and GLS Slovakia is not liable for damage in the event of insufficient packaging, even if the goods are marked "Fragile Goods".
- In addition to shrink film, difficult-to-pack goods of special shape must be protected by other packaging material.
- GLS Slovakia does not transport multiple bundled or glued parcels, because the parcel may fall apart and only the parcel identified by the label arrives at its destination. In case of loss or damage to a part or all of the contents of such packaged parcels GLS Slovakia is not liable for any damage.
- The address, address label, delivery note pocket and labels indicating the ordered services must be affixed to the largest surface of the box.
- In the case of several parcels addressed to one address, the labels indicating special services must be affixed to each parcel separately.
- If CashService Dobierka service is ordered, it is the Client's obligation to send data on cash-ondelivery parcels electronically to GLS Slovakia. In the event of an incorrect order, GLS Slovakia returns the parcel to the sender, or the parcel is

handed over with the originally set amount. The cash on delivery amount must also be stated on the shipping label. In the case of several parcels addressed to one address, cash-on-delivery labels stating the amount corresponding to the contents of the parcel must be affixed to each parcel. GLS Slovakia is not responsible for collection of cash on delivery for such a parcel, on which the cash on delivery amount is indicated on the address label, but this amount has not been sent electronically to GLS Slovakia.

- GLS Slovakia is not responsible for collection of cash on delivery if the Client has sent electronic data on the parcels in the wrong format (approved by GLS) or late (no later than 23:59 on the day the parcels were handed over by the Client to GLS).
- In the event that, during the transport of parcels, GLS Slovakia finds out that electronic data (data on delivery address, data on ordered services, data on the amount of cash on delivery) have not been received and processed, GLS Slovakia has the right to suspend their delivery and, if it the Client is responsible for this situation, it has the right to return them to the address from which they were picked up, at the Client's expense.
- Priority of GLS Slovakia is to eliminate the risk of damage and therefore it provides consultancy to its partners on how to pack the parcels through the Customer service section.

#### § 6 Parcel pick up

The parcels are picked up at the address specified by the Client. The contracting partners - based on individual contract - can also hand over correctly marked (parcels with attached shipping labels approved by GLS Slovakia) at GLS depots or at the GLS Slovakia central transhipment point in Budča, Budča 1039 on working days at times published on the website www.gls-slovakia.sk. During loading, the GLS Slovakia driver does not check the correct packaging of parcels, but has the right to refuse to pick up parcels that do not meet these General Terms and Conditions. When loading and taking over the parcel, the driver or a competent employee of the GLS Slovakia branch issues a confirmation of parcel acceptance, where only the number of parcels picked up is stated (hereinafter referred to as POV). This confirmation is the only acceptable document in the case of requests to locate shipments. POV can only be issued by a direct GLS contract partner (subcontractor) responsible for picking parcels at the customer's place. If it is not possible to physically count out the number of parcels picked up, the binding data is the number of scanned parcels in the GLS system.

## Clients use the following documents to identify the parcel:

- a copy of the shipping label,
- self-adhesive mini-labels with parcel numbers,
- in the case of a label printed from its own system, this file must be approved in writing by GLS Slovakia. GLS Slovakia shipping labels are marked with the name or logo / or only the name or only the GLS logo, which also serve to identify the postal company in the sense of § 30 of the Act on Postal Services.



## § 7 Parcel delivery

Upon delivery of the parcel, the driver delivers the addressed parcel to the consignee. When delivering, the driver is not obliged to wait for the consignee, if he/she is not present at the place of delivery. If there is a need to wait for the consignee at the place of delivery, the driver is entitled to interrupt the delivery of the parcel.

When handing over the parcel to the addressee or a person who is entitled to take it over for the addressee, the consignee is, under standard conditions, obliged to confirm the acceptance of the parcel electronically, by signing to the driver's handheld scanner or to the so-called driver's delivery list/ rollcard of driver.

In this case, the driver is also entitled to record the full name of the consignee which he enters with a handheld scanner to other data.

With the prior consent of the consignee, the parcel may also be handed over and delivered in the neighbourhood, at the reception or at another place agreed upon, in this case the driver records this fact electronically in a handheld scanner. In the case of such delivery, the person who has taken over the parcel automatically gives GLS Slovakia consent to the processing of personal data, which is carried out in accordance with these GTC.

In the case of parcels with AddresseeOnlyService - a parcel to be delivered only to a consignee, the consignee is the person designated by the sender, who is obliged to identify him-/herself by a document stipulated by law. In such cases, in addition to the signature of the consignee, the number of the presented card (identity card or passport) is also recorded. GLS Slovakia delivers the parcel to the consignee only after cash on delivery has been paid (in the case of cash on delivery) and after receipt has been confirmed by a signature. The contents of the parcel can only be checked by the consignee after this procedure. The maximum amount of cash on delivery cannot exceed the amount of 2 655,50 Eur.

#### **Delivery to Parcelshop**

If the parcel is delivered to GLS Parcelshop, the person which want to collect parcel must proves himself with the parcel number and PIN code is considered to be authorized person to collect the parcel with the fact that the Service Provider is always entitled to request and record the recipient's personal identification document number. If there are doubts about the credibility of the person receiving the package, the Service Provider is entitled to refuse its delivery.

#### **Delivery to GLS ParcelLocker**

The parcel is considered as delivered, if the addressee (the person authorized to collect) or a person authorized by the addressee to collect parcel, used parcel number and unique PIN code for collection which was send for identification and thus confirmed his/her authorization of collection from the GLS ParcelLocker. In the case of delivery to GLS Parcelshop, if the addressee will not collect parcel until 5 working days and in case of the GLS ParcelLocker within 4 days the parcel will be returned back to the address of the contractual partner stated on the label.

#### § 8

#### Size and Weight of Parcel

**Weight and size limits applicable for domestic parcels:**Domestic delivery or domestic parcel means the transport of parcels sent and delivered within the territory of Slovakia.

The maximum weight of each parcel accepted for domestic transportation is 40 kg, while the girth of the parcel may not exceed 3 meters (i.e. circular circumference = 2x height + 2x width + 1x length) and the maximum permitted size of individual parcel sides is: max. length 2 m, height 0,6 m, width 0.8 m.

In the case of *BusinessSmall*Parcel parcels, the maximum permitted parcel weight is 2 kg, and the maximum parcel length is 40 cm.

The maximum dimensions of the parcel that may be placed into the GLS ParcelLocker: length: 0,51m; height: 0.42m; width: 0.39m

#### Weight and size limits applicable for export and import

The maximum weight of each parcel for export and import is up to 31.5 kg. For parcels sent to Great Britain is the maximum weight up to 30.0 kg. The maximum dimensions are the same as applicable for domestic parcels. Based on the contractual conditions of GLS Slovakia, it delivers each parcel to the district depot or to the distribution center, where the parcel is automatically weighed on the certified scale and the detected weight is assigned to the parcel number and automatically registered. The determined weight is the basis of the billing. In the GLS Slovakia system cannot be transported overweight parcels (i.e. in case of domestic transport exceeding 40 kg or 31.5 kg in the case of export and import of parcels) or oversized parcels, i.e. parcels exceeding the parameters permitted in this paragraph, GLS Slovakia is entitled to refuse to pick up and transport parcels that do not meet the above criteria, or if the parcel is oversized, but for the first technological assessment it can be accepted, in which case GLS Slovakia is entitled to invoice the oversize surcharge according to the valid price list, respectively request an extra surcharge for the parcel delivery in abroad, according to the tariffs of the delivery country. GLS Slovakia reserves the right to use the services of contractual freight forwarders in the case of such parcels and charge the Client for the increased costs. Parcels exceeding the parameters permitted in this article are not subject to the General Terms and Conditions and the delivery time guarantee.

## In the case of export and import parcels, GLS Slovakia proceeds as follows:

GLS weighs parcels with certified scales and if it is determined that they exceed the applicable limits and weight, GLS returns them to the sender. If the country of destination refuses to accept the parcel due to the fact that the parcel exceeds the above weight limit, GLS will return the parcels to the sender. GLS is entitled to pass on to the Client (sender) any additional costs related with the transportation. In the case of such parcels, there is no guarantee of delivery.

#### § 9

#### Parcels Excluded from Transportation by GLS Slovakia Excluded from the transportation are:

- parcels insufficiently packed and/or packed in contradiction with these General Terms and Conditions, or in contravention of the relevant business practices,
- substances which are manifestly harmful or dangerous to human life, health or the human environment.



- oversized parcels and parcels exceeding the permitted weight,
- tied and attached parcels and parcels in any kind of wooden packaging,
- goods, shipments sent in wooden crates or on pallets,
- pallets,travel suitcases, luggage with personal belongings,
- perishable goods, infectious goods and any inappropriate goods,
- · human or animal remains,
- · live animals and plants,
- · goods in bags and bulk, loose goods,
- goods of special value, such as money, precious metals, documents representing money, valuables, drawn lotteries, genuine pearls, precious stones and jewellery,
- works of art and antiques,
- goods requiring controlled temperature, temperature-sensitive goods,
- any firearms, ammunition, explosives and air weapons or carbon weapons, real weapons, imitations thereof and parts thereof,
- · dry ice, radioactive materials,
- parcels to be delivered to the post office boxes,
- letters, letter shipments,
- in the case of export parcels, excise goods, alcohol, tobacco products and personal parcels – personal parcels meens a parcel containing new and/or used items of personal use, items of domestic production and/or items that value can not be determinded on the basis of the document of acquisition of the item (e.g. invoice, purchase receipt).
- goods under ADR (dangerous goods), except of:

   transportation of the parcels containing dangerous goods in a limited quantity of LQ (Limited Quantity) according to the exception of ch.
   3.4 ADR agreements.
  - transportation of lithium batteries in an exception according to special provision no. 188 of the ADR agreement,
- · cigarettes, drugs,
- goods or consignments, the dispatch of which is prohibited on the basis of all applicable sanction laws, e.g. because of their content, the intended consignee or the country to or from which they are to be sent. Sanctions laws include all laws, regulations and decrees that impose sanctions (including trade restrictions and economic sanctions) on countries, individuals or legal entities and include, without limitation, sanctions imposed by the United Nations, the European Union and the Member States of the European Union.
- in the case of parcels sent abroad, any personal movables, excise goods and goods subject to ATA Carnet are excluded from transport,
- the Client is obliged to inform GLS Slovakia in writing of each parcel with an individual value higher than 5 000 Eur. In the event that the Client fails to fulfil this obligation, GLS Slovakia shall not be liable for any damages caused to such a parcel,
- parcels intended for persons or companies subject to embargoes. It is the responsibility of the sender (Client) to check whether the sending of the parcel does not violate the sanction regulations. More

detailed and up-to-date information is available at:

http://www.foreign.gov.sk/sk/europske\_zalezitosti/prehlad\_europske\_zalezitosti. In

case of violation of sanction regulations, GLS Slovakia reserves the right to dispose of the sent items in various ways, including their liquidation.

#### § 10

#### Services

GLS Slovakia provides transportation services and uses the services of contracted carriers to perform the transport. GLS Slovakia has a full control over their activities. GLS Slovakia takes over the parcels without examining their contents, parcels shall be properly sealed and undamaged, and delivers them to the consignees also sealed, without examining their contents. In case the delivered parcel shows signs of visible damage, GLS Slovakia provides the consignee with the opportunity to examine the contents of the parcel upon delivery for a subsequent better investigation of the damage event.

The result of parcel examination is registered by a courier, who, together with the consignee, enters this result in the damage report.

#### Scope and characteristics of services:

- Scope of services: loading of parcels at places specified by the Client, at GLS Slovakia depots, at the sorting headquarters, at GLS Parcelshops, at GLS ParcelLockers, transport of parcels, delivery of parcels to users of transport services. GLS Slovakia follows only the instructions of the Clients when transporting the parcel and ensures the transport only if the Client undertakes to bear all costs associated with the transport.
- 2. The user of the transport service is entitled to accept the parcel only after signing the shipping document (Rollcard delivery list) or the parcel may be also taken over by a person authorised to take over the parcel on the consignee's behalf. Such persons are mainly persons present at the consignee's address or persons authorised by a power of attorney.
- 3. The Client can contractually order the service ExpressParcel - morning delivery (delivery on the next working day by 12:00) to places listed in the currently valid list issued by GLS Slovakia.
- 4. In the case of export parcels, the delivery time is 2-10 working days (for information only, non-binding information), which is extended by the time of customs clearance. In the case of an export parcel to Hungary, standard delivery is within 24 hours since pickup. Export parcels to the Czech Republic are delivered within 24 hours if the parcel has been picked up at places approved by GLS Slovakia. In other cases, delivery to the Czech Republic is done within 48 hours. Delivery times are extended by public holidays valid in Slovakia, as well as in the territories of the states through which the parcel passes during the transport to the destination country, as well as public holidays in the destination country.
- 5. If the reason for the first unsuccessful attempt to deliver the parcel is an incorrect address, the customer has the opportunity to be informed about such parcels in the form of an automatic e-mail



report, which is set up by GLS Slovakia customer service in cooperation with the sales department. GLS Slovakia then tries to deliver the parcel again after the day of reporting of the correct data. If this delivery attempt is unsuccessful, the parcel is returned to the sender after the expiration of the storage period.

In the case of a B2B (business-to-business) parcel, if it cannot be delivered to the consignee due to the failure to reach consignee at the address, GLS Slovakia stores it for a maximum of 5 working days. If during this period GLS does not receive any additional information or requests for the parcel delivery, GLS will automatically make a second delivery attempt on the fifth day from the first unsuccessful attempt, if this delivery attempt is also unsuccessful, the parcel will be returned to the sender. An exception is if the recipient announces a holiday, in which case the storage period is 10 working days. After this period, the parcel is returned to the sender without notice. In the case of a B2C (business-to-customer) parcel, if it cannot be delivered to the consignee due to the failure to reach consignee at the address, GLS stores it for a maximum of 5 working days (with the exception of the situation when the consignee has announced the holiday, in which case the storage period is 10working days). If GLS Slovakia does not receive any additional information or instructions to delivery of the parcel during this period, it automatically makes the 2nd attempt and the 3rd attempt to deliver it within 5 working days. If also the third delivery attempt is unsuccessful, the parcel is returned to the sender.

If parcel is refused by recipient, it is returned back to the sender without notice.

- 6. According to this point, GLS Slovakia will not make a second attempt to deliver the parcel if the recipient refused to accept the parcel, or based on the instruction of the Client, and will return it back to the sender.
- 7. Through online tracking of the parcel (Track & Trace), information on the movement of the parcel are available, information are also available in GLS distribution systems (MY GLS, GLS Online, GLS Connect) with the possibility of downloading the Confirmation of Delivery (POD). The Client can also request a copy of the delivery confirmation from the GLS customer department.
- 8. The Client may request a written confirmation of the delivery of the parcel (Proof of delivery POD) free of charge for 5% of the average number of parcels delivered in one day. A signed consignment note, a delivery list or electronically (scanned) signed consignment note is also a proof of delivery.
- 9. The Proof of Delivery service beyond what is set out in point 7 is provided by GLS for a fee, a signed consignment note, a delivery list or electronically signed consignment note is also a proof of delivery.
- 10. GLS Slovakia assumes responsibility for cash on delivery - CashService, evidenced by a cash-ondelivery receipt. If cash on delivery is not collected, the amount of cash on delivery does not become a debt of GLS Slovakia, but the consignee remains

the debtor. For parcels sent by cash on delivery, GLS Slovakia collects the amount specified in the electronic data and transfers the amount collected to the bank account specified by the Client. The general insurance terms and conditions do not apply to the cash on delivery amount.

11. In case that GLS Slovakia takes over a properly packaged parcel and hands over a closed, undamaged parcel to the consignee and then during the examination of the items in the parcel it is found that their number does not correspond to the facts stated on the consignment note, the Client is not entitled to compensation from GLS Slovakia.

#### § 11

#### Price of transportation services

The prices of transportation services are determined by the current price list of GLS Slovakia and the total weight of the parcel, including packaging and or, as the case may be, cash on delivery. The beginning of the contractual relationship is considered to be a written agreement of the participants or a written acceptance of the price quotation by the Client. GLS Slovakia is entitled to charge the return delivery of the parcel (return), delivery of redirected parcels or parcels with nonstandard dimensions on the basis of the currently valid price quotation.

**ClimateProtect surcharge:** By charging of surcharge, the Sender supports the planting of trees, by which are compensated CO2 emissions.

**Seasonal surcharge:** GLS Slovakia reserves the right to charge a seasonal extra charge in the period from 1.11. to 31.12. The amount of the fee is updated every year and GLS Slovakia informs about its amount in the form of an official letter sent by e-mail.

Crisis situation: GLS Slovakia reserves the right to charge a crisis surcharge in case of a crisis situation for each parcel. A crisis situation is a period during which the security of the state is immediately endangered or disturbed, and the constitutional authorities of the Slovak Republic may declare a state of emergency, state of emergency or emergency situation after meeting the set conditions. A crisis situation is also a special legal fact, consisting in an extraordinary, unforeseeable, unavoidable and unintentional event that restricts or otherwise negatively affects GLS Slovakia in the provision of transport services. Based on this situation, GLS Slovakia will determine the situation of the charged fee and inform about it in the form of an official letter sent by e-mail.

GLS Slovakia will transport the parcel to international transport only on the basis of delivery terms of DAP or DDP. The customs clearance GLS Slovakia will perform on the basis of only upon individual special agreement with the Client. In the case of export parcels, it is the obligation of the Client to agree with the consignee on the bearing of the costs for transportation and possible customs clearance procedure and only after such agreement is made, the Client may order transportation of goods at GLS Slovakia. In the case of export parcels delivered by GLS, the Client is responsible for the truthfulness of the delivery terms provided by the sender. Therefore, if, based on the delivery terms provided in this way, the foreign consignee is obligated to pay customs duties, taxes, a fee for the customs clearance procedure and other costs but if does not pay them, or such costs are paid by GLS Slovakia, then the Client is obliged to reimburse GLS Slovakia for all such costs. If the consignee of the third country cannot be reached or refuses to accept the parcel, all customs



clearance costs associated with returning the parcel to the sender and will be invoiced to the Client. Price offer prepared by GLS - General Logistics Systems Slovakia, s.r.o. is a trade secret and any disclosure without its written consent is considered a violation of the business conditions of GLS Slovakia.

- GLS reserves the right to unilaterally change the Price Quotation, in cases where the Client has long time deviated from the parameters of the shipments on the basis of which the quotation has been calculated or, in cases justified by a significant change in operating, general and other costs on the part of GLS Slovakia. If the Price Quotation is changed, GLS Slovakia is obliged to notify the Client of this change at least ten calendar days before the change enters into force. If the Client does not notify GLS Slovakia in writing or by e-mail no later than one working day before the effective date of the proposed changes, and orders transportation of shipments after the effective date of the proposed changes, this means that the Client agrees with the proposed changes or additions.
- In case the Client expresses its disagreement with the change of the Price Quotation, the Client is entitled to withdraw from the Transport Contract. If the Client fails to do so, it shall be bound by the new quotation from the first day of its validity.

#### § 12 Client's obligations

The Client is responsible for a proper and sufficient packaging of the parcel, for proper parcel identification with a shipping label or handling marks. The address has to contain full correspondence data of the Consignee and its correct postal code. GLS Slovakia is not responsible for any damage caused as a result of inappropriate or insufficient packaging of the parcel as well as an incomplete address of the consignee. The Client in cooperation with GLS Slovakia shall follow the User's Manual of GLS Slovakia. The Client is obliged to pay the price of provided service by crediting the amount to the bank account of GLS Slovakia within the agreed due date. GLS Slovakia is entitled, in some justified cases, to demand an advance payment on services provided in advance up to 100% of the amount of services provided, and GLS Slovakia reserves the right to start providing these services after this amount of an advance payment has been credited to its account. If the Client orders transportation service for any goods excluded from transportation (see § 9) or it does not fulfil its obligations in accordance with these General Terms and Conditions, GLS Slovakia is entitled to suspend and refuse other transportation services provided upon the contract and is not liable for damages caused on such a parcel. The Client is fully responsible for the accuracy and completeness of the data provided to GLS Slovakia. In particular, there should be a correct account number for the transfer of cash on delivery, all company data and any changes in company data provided to GLS Slovakia; GLS Slovakia does not examine and cannot examine whether the above-mentioned important data have been issued by an authorized person. This responsibility is fully on the side of the Client.

#### § 13 Right of disposal

In case the consignee is absent, the Client and/or the user of the transport service may in advance provide GLS Slovakia with an authorisation to deliver the parcel to a neighbour or other appointed person or to deliver the parcel to the GLS ParcelShop, or to GLS ParcelLocker, or to allow the currier to issue a delivery report instead of proof of delivery. In the case of such oral or written authorizations, the proof of delivery (IOD, POD) is prepared in a modified version.

## § 14 Invoicing, charging

GLS Slovakia transports parcels only if the price for the performed services is paid exclusively by the Client. GLS performs invoicing for transport services once or twice per calendar month. GLS Slovakia invoices the prices for the transport services together in one amount, including the price of additional services. The invoice is payable within the period specified in the contract or accepted price quotation. The payment of the invoice must always be made by bank transfer to the GLS bank account.

GLS Slovakia has the right to invoice the provided transport services also outside the regular invoicing deadlines, in which case such an invoice is due on the day of its issuance. GLS Slovakia may also apply the above procedure in the event that the Client ceases to post parcels for any reason during the duration of the Agreement on Domestic and Export Parcel Delivery Service.

GLS Slovakia invoices the Client according to the numbers of sent parcels on the basis of the generated number range for the Client. An attachment is sent electronically to each invoice, containing a detailed breakdown of the weights and charges for each parcel identification number. In the event that the Client confuses the number range, GLS Slovakia issues an invoice to the Client for the Client number for which this number range is generated. GLS Slovakia is not responsible for this confusion and is not obliged to issue a corrective invoice.

GLS Slovakia may issue an electronic invoice to the Client and send it to the email address specified in the "Client Card" or in the "Consent to sending electronic invoices". Automatic sending of electronic invoices can be set to a maximum of 2 email addresses of the Client.

GLS Slovakia may, in justified cases, request from the Client an advance payment to secure its claims for the services provided, in the form of a special addendum to the contract, within which the conditions of an advance payment shall be determined.

In case of non-payment of the invoice by the Client within the agreed due date, GLS Slovakia is entitled to secure its claims by retaining the collected cash on delivery to cover payment of the due invoice up to its actual value (invoiced amount including VAT). GLS Slovakia is also entitled, by a unilateral legal act, to set off the due receivable representing the price of the transportation services performed with the Client's receivable for the payment of collected cash on delivery. Unilateral set-off is a unilateral legal act, the validity and effectiveness of which does not require the consent of the other party. To secure its claims against the Client, GLS Slovakia has a lien on the parcel if the parcel is in its possession.

At the same time, GLS Slovakia is entitled to charge an interest on late payment in the amount of 0.05% of the amount due, for each day of delay. In addition, GLS Slovakia is entitled to a lump sum reimbursement of costs associated with the claim, even without the need for a special notice in the amount of  $\in$  40. The amount of the lump sum reimbursement associated with the claim shall be established by a regulation of the Government of the Slovak Republic. Based on a valid court



decision, GLS Slovakia is also entitled to reimbursement of costs associated with the judicial recovery of a claim from the Client.

#### § 15 Guarantee

GLS Slovakia undertakes that in case it fails to provide the ordered service Guaranteed24Service - guaranteed delivery on the following day, i.e. if delivery time exceeds a period of 1 business day due to failure on GLS's side, GLS Slovakia will reimburse to the Client for the price of transportation and 200 % of the price of the ordered serviceGuaranteed24Service. It shall not be classified as late delivery if delivery of the parcel within the deadline was unsuccessful because, at the time of the delivery attempt, the addressee or another authorised consignee was not available at the place indicated in the address, the sending took place with deficient data, the address was erroneous, deficient or incomplete, the addressee refused to take deliver, or a force majeure event occurred. Force majeure events are extraordinary, unpreventable events occurring through no fault of GLS, such as a natural disaster, extraordinary natural event or freak weather, war, revolution, blockade, export-import ban, industrial action outside its sphere of interest, fire, flood, epidemic, quarantine, transport embargo and all other circumstance not listed herein that GLS is incapable of preventing and foreseeing, and for which GLS cannot be held responsible. For Force majeure are also considered any circumstances resulting in the restriction of transport for a period of more than 2 hours, or measures by authorities entailing the evacuation of GLS facilities lasting for more than 1 hour. During the above mentioned extraordinary situations as well as ongoing Christmas season, it is not recommended to activate the services on parcels, because in the mentioned situations the guarantee of delivery and warranty expires. In providing transport services, the legal relations between GLS Slovakia and the Client, which are not regulated by the forwarding contract or the General Terms and Conditions of GLS Slovakia, are governed by the relevant provisions of 324/2011 of the Postal Services Act.

#### § 16 Damages, claims

GLS Slovakia is liable for any loss or damage (parcel insurance) to all parcels, which occurred due to failure on GLS's side from pickup, during transport until delivery to the consignee. In the price of transport, the parcels are automatically insured up to the amount of 332,00 Eur. The insurance only covers the actual damage to the parcel, not lost profits, fines and penalties, third party penalties, or other indirect costs. Actual damage means the amount, by which the value of Client's property contained in a transported parcel has been reduced due to damage occurred. The Client is entitled to damages only in case the damage is reported to GLS Slovakia in writing within 3 business days after parcel delivery, however, no later than 8 business days after the parcel is returned to the Client, and the injured party have provided cooperation at the request of GLS Slovakia and at the same time all documents related to the loss and/or the damage incurred have been submitted. The right to compensation for damages for GLS services does not arise to the Client if he does not submit the required documents necessary for the assessment of the complaint within the specified period. After paying the extra charge according to the valid price list, the Client can also insure the parcel for a higher amount. This service can only be arranged by a separate written contract concluded between GLS and the Client.

In the event of damage to a transported used and/or worn item, the actual value of the transported item depends on its age and degree of wear, i.e. the time value of a thing. The time value of the transported item is the value that must be spent at the place and time of shipment to reacquire a new item of the same type and quality, reduced by the corresponding rate of wear and/or other deterioration of the transported item. The amount of compensation for damage will be calculated as the time value of the item, taking into account wear and tear, age and amortization of the item in accordance with the Amortization Table, that accessible on the GLS Slovakia website.

## The following events are not considered damage, if GLS Slovakia:

- · delivers parcel with delay,
- · does not collect cash on delivery,
- does not return the confirmed delivery note, although parcel was delivered and delivery information can be provided to the Client through customer service (IOD, POD).

GLS Slovakia does not provide insurance for parcels which are already subject to other insurance coverage. The Client has the right to insure the parcel in another insurance company. After assessing and acknowledging the claim for damages, GLS Slovakia shall transfer the relevant amount of compensation in the event that it does not record overdue receivables from the Client. In case an insurance event occurs, GLS Slovakia is governed by the General Insurance Conditions and the Complaints Procedure.

#### § 17 Limitation clause

All claims against GLS Slovakia will time-barred after one year. In the case of rights arising from the total destruction or loss of the parcel, the limitation period shall commence on a day when the parcel was to be delivered to the consignee, in the case of other rights on a day when the parcel was delivered. Any change in an entity of a debtor or a creditor shall have no impact on duration of the limitation period.

#### § 18 Contract form

Contracts, attachments to contracts, their amendments, corrections, appendices and additional contracts shall only be valid if made in written form. GLS General Logistics Systems reserves the right to conclude a contract, which may vary from the General Terms and Conditions in some points. These agreements are only valid if they have been concluded in writing.

#### §19

#### Validity of General Terms and Conditions

If any of the provisions of the General Terms and Conditions are, or become, invalid or unenforceable in the future, this shall not affect the validity and enforceability of the other provisions of the General Terms and Conditions. The invalid part of the General Terms and Conditions shall be replaced by such parts that are valid and enforceable and are as close as possible in their content to the invalid part in question. In the event of a dispute between the GLS Slovakia and Client (between the parties), having a legal basis or arising from this Contract, the Slovak court shall have jurisdiction to hear and resolve the dispute according to the place of registered office of GLS Slovakia with the applicable law of the Slovak Republic.

#### § 20

General or specific limitation or interruption of services



GLS Slovakia may limit or interrupt the transport of parcels described in the General Terms and Conditions, for any reason caused by vis major, or by a change in legal regulations. GLS Slovakia may, in case of traffic restrictions or meteorological obstacles, temporarily limit its services in individual areas or deviate from the usual delivery conditions. GLS Slovakia informs the Client about the limitation of services. In these cases, the Client is not entitled to damages.

GLS Slovakia reserves the right to refuse to accept the ordered transport and provide services for the Client, who has any outstanding liabilities in relation to GLS Slovakia overdue and it is presumed that the Client will not pay its future obligations, or the bankruptcy proceedings have been initiated and/or bankruptcy declared, restructuring proceedings initiated and/or restructuring authorized, or it is in liquidation. The conditions of providing services for the Client according to the previous sentence by GLS Slovakia are subject to a special written agreement with the Client.

#### § 21

#### Personal data protection and confidentiality

In accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter referred to as "GDPR"), and in accordance with Act no. 18/2018 Coll. on the Protection of Personal Data and on the amendment of certain acts (hereinafter referred to as "Personal Data Protection Act"), GLS Slovakia acquires, collects and processes personal data solely for the purpose of providing forwarding and transport services or supplementary services (value added products) on the basis of concluded Transport Contracts and/or Price Quotations (forwarding contracts) with the Client. GLS Slovakia is also subject to Act No. 324/2011 Coll. on Postal Services and on the amendment of certain acts, as amended (hereinafter referred to as "ZOPS"). With respect to the defined purpose and means of processing personal data, GLS Slovakia has the status of a data controller (it is not the processing of personal data on behalf of someone else). GLS Slovakia processes personal data to the necessary extent in which they are provided by the Client for the performance of the contract, namely:

- name, surname, address for the purpose of delivery or return of a parcel
- telephone number to notify and inform (SMS /telephone contact) of the status and location of the delivered parcel
- e-mail address to notify and inform of the status and location of the delivered parcel, to inform about GLS Slovakia news, for the purpose of sending electronic invoicing (with the prior consent of the originator), for the purpose of routine communication in handling of situations related to parcel delivery/collection
- account number for the purpose of collecting and sending cash on delivery (only if the consignor is a natural person)
- · Client identification number

GLS Slovakia is seriously committed to the protection of personal data and therefore pays maximum attention to the protection of personal data in accordance with the requirements of the GDPR and the Personal Data Protection Act and other generally binding legal regulations of the Slovak

Republic as well as internal legal documents of GLS Slovakia. In order for GLS Slovakia to properly perform the obligations arising from Transport Contracts and/or Price Quotations concluded between GLS Slovakia and the Client and from the national and international legislation on transport contracts, the Client is liable to ensure that the processing of personal data of all persons concerned (consignor/consignee, etc.) is lawful (e.g., consent to the processing of personal data) pursuant to Article 6 (1) of the GDPR. At the same time, it is the liability of the Client to ensure that personal data of the persons concerned are obtained and processed in accordance with the Personal Data Protection Act and the GDPR, and for this reason, in the event of violation or failure to comply with these obligations by the Client, GLS Slovakia is not liable for damages arising from the Client's breach of the duties in the processing of personal data. At the same time, in the event of damages incurred to GLS Slovakia caused by breach of the Client's duties in the processing of personal data, the Client bears full responsibility for the damage. In the event of damage incurred to the Client, caused by breach of GLS Slovakia's duties in the processing of personal data, GLS Slovakia bears full responsibility for the damage.

GLS Slovakia provides transport services or contributes to the provision of transport services and, under the terms of the Postal Services Act, is obliged to observe postal secrecy, protection of information and protection of personal data. GLS Slovakia provides forwarding and transport services through couriers who are also bound by confidentiality in accordance with the Personal Data Protection Act. By means of technical and organisational security measures. GLS Slovakia ensures maximum protection of personal data from loss or misuse. Personal data of the persons concerned are processed in information systems that are protected by appropriate security measures under the IT security policy of GLS Slovakia. The protection of personal data also entails the use of physical data protection measures that prevent the data from destruction, loss or misuse and from any unauthorised alteration, viewing, utilisation or forwarding.

The Client and GLS Slovakia shall fulfil the information duty to the persons concerned in accordance with the Personal Data Protection Act and under Article 12 and following articles of the GDPR. The Client and GLS Slovakia shall inform the persons concerned of their rights related to the processing of personal data by providing information in order for them to have clear and detailed information regarding the processing of their personal data and all rights in connection therewith, as well as information about possibilities of legal remedy available to them.

GLS Slovakia shall know the content of the parcels only to the extent necessary for the execution of services.

- 1. GLS Slovakia:
  - $a) \quad \text{is not entitled to open a packed parcel except} \\ \quad \text{for cases listed in paragraph 3.,} \\$
  - in case of unpacked parcels, GLS Slovakia is entitled to verify their content only to the degree necessary for transportation and subsequent delivery,
  - any data acquired during service provision cannot be provided to a third person with the exception of the consignor, consignee (other authorised person) and organizations listed in paragraph 5.,



- the shipment cannot be provided to a third person in order to inspect its content with the exception of circumstances listed in paragraph
   5.
- e) information of service provision cannot be provided to a person different from - the Client, the consignee (other authorised person) and organizations listed in paragraph 5.
- 2. Upon paragraph 1 d) of this Article, the competence of a person authorised by the Client shall be identical with the competence of the Client. Taking into consideration paragraph 3 c) and e), the person which provides GLS Slovakia with parcel identification data and also owns a code for electronic login (telecommunications means, Internet) shall have the identical competence as the Client.
- GLS Slovakia is entitled to open the packed parcel, only if:
  - a) the packing is destroyed to such a degree that protection of the content may only be provided by opening the parcel and subsequent repacking of the box,
  - a need occurred to remove any danger connected with the content of the parcel
  - c) GLS Slovakia did not receive agreed price for provided service in connection with particular parcel within the due date. In such case GLS Slovakia is entitled to open the parcel and use its content for payment of agreed price of provided service.
- 4. Opening of a parcel is performed by GLS Slovakia and taken measures are recorded in form of a photodocumentation. After inspection or repacking, parcel has to be closed and taped with GLS tape. If possible, the sender shall be notified of reasons for opening a parcel.
- 5. Both GLS Slovakia and entity (organization) cooperating on provision of transport services are obliged to fulfil their confidentiality obligation during parcel transportation. Both GLS Slovakia and entity (organization) cooperating on provision of transport services are obliged to enable performance of state's supervision and, upon request, to provide any information required for performance of state's supervision.

#### § 22

#### Final provisions, amendments to GTC

- These General Terms and Conditions shall enter into force and effect on 20.01.2023.
- 2. Rights and obligations not expressly regulated in the Transport Contract and/or Price Quotation or by these General Terms and Conditions are governed by the relevant provisions of Act no. 513/1991 Coll. Commercial Code as amended and other generally binding legal regulations valid in the Slovak Republic.
- GLS Slovakia reserves the right to amend and/or change these General Terms and Conditions.
- General Terms and Conditions, are published by GLS Slovakia on the website www.gls-slovakia.sk
- The General Terms and Conditions form an integral part of the Transport Contract and/or Price Quotation and are binding on the Client. The Client

- in any case receives them as an annex to the contract.
- 6. Method of using the transportation services and other information - The Client shall receive more detailed information e.g. a description of individual services, forms, a description of filling in individual forms, from GLS Slovakia employees.

#### General Terms and Conditions - Definitions

**IOD:** electronic or oral information on the delivery of the parcel.

**POD:** a written confirmation of delivery of the parcel, a copy of the confirmed delivery list.

**Delivery list (Rollcard):** GLS Slovakia consignment note containing the parcel numbers, signature and name of the consignee, as a confirmation of receipt of the parcel.

Scanner: barcode reader used in parcel transport.

**GLS General Logistics Systems:** the members of the GLS system at a given countries that are part of the network.

**Client:** the contractual partner of the company GLS Slovakia; bears all costs of transport; GLS Slovakia follows the orders of the Client when performing the transport. Unless otherwise agreed by the Parties, the Client is the sender in the case of a regular parcel delivery contract.

Registered in the Commercial Register of the Banská Bystrica District Court, Section: Sro, Insert no.: 9084/S