

## TERMS AND CONDITIONS OF SERVICES FOR THE TRANSPORT OF GOODS

### 1. Definitions

1.1 Terms capitalized in these Terms and Conditions which have not been defined in the remaining provisions of the Terms and Conditions shall have the following meaning:

<b>Terms and Conditions</b>	These Terms and Conditions of Services for the Transport of Goods;
<b>Postal Services Act</b>	Act no. 29/2000 Sb. of 18 January 2000 on Postal Services Act and amendment of some other acts (Postal Services Act);
<b>Transport Regulations</b>	§ 2558 - § 2581 of act no. 89/2012 Sb. of 3. February 2012, Civil Code;
<b>Service Provider</b>	PickPack Spółka Akcyjna seated in Warsaw, ul. Optymistów 2A, 04-965 Warszawa, entered in the register of entrepreneurs of the National Court Register kept by the District Court for the capital city of Warsaw in Warsaw, XIII Commercial Division of the National Court Register under the number KRS 695599, with a nominal capital of PLN 100,000.00, paid up in full;
<b>Delivery</b>	single performance of a Postal Service or Transport Service in relation to a submitted Dispatch, consisting in transport of a movable between places indicated by the Customer, concluded with delivery of the Dispatch to the Recipient;
<b>Postal Service</b>	service consisting in acceptance, movement and delivery of Courier Dispatches, excluding dispatches of a declared value, under the provisions of the Postal Services Law;
<b>Transport Service</b>	service consisting in acceptance, transport and delivery of Dispatches other than Courier Dispatches (Consignments of Goods) under the provisions of the Postal Services Law;
<b>Services</b>	Postal Services and Transport Services jointly; a Service should be understood as a single Postal or Transport Service;
<b>Contract</b>	single contract for the provision of a Postal or Transport Service concluded between the Service Provider and User; the Contract type shall be defined by parameters of the submitted Dispatch;
<b>Form</b>	automated electronic service provided on the Website, enabling a User of an authorized account to place Orders through the Website;
<b>Customer</b>	User who placed an Order accepted by the Service Provider, whereby the Parties concluded a Contract;

<b>Sender</b>	natural person or legal person who submits a Dispatch to a Courier for the purpose of Delivery and signs the Bill of Parcel; the Sender should be a Customer; where the Sender is a person other than Customer, it is assumed that the Sender acts on the latter's behalf and the Customer is fully liable for the Sender's acts and omissions and will make good any damage caused by him or her;
<b>Recipient</b>	natural person or legal person to whom Dispatch is to be delivered according to the Bill of Parcel;
<b>Consumer</b>	Natural person customer entering into a Contract not related to his business nor professional activity, exclusively as a part of the private Context, as detailed in the Website Terms and Conditions
<b>Context</b>	scope of rights assigned to the Account of a given User;
<b>Account</b>	electronic service provided by the Service Provider to a User, available on the Website, which makes an exclusive access area of a given Account's User, permitting the use of Services and conclusion of Contracts;
<b>Dispatch</b>	Courier Dispatch or Consignment of Goods to whose transport the Administrator is obliged under a Contract concluded upon the placement of Order;
<b>Courier Dispatch</b>	courier dispatch sent as an express dispatch in the understanding of § 2 letter o) of the Postal Services Act;
<b>Consignment of Goods</b>	consignment of goods in the understanding of the provisions Transport Regulations;
<b>User</b>	natural person or legal person who properly registered on the Website in accordance with the Website Terms and Conditions and, in the same way, concluded with the Service Provider a contract for the provision of services by electronic means;
<b>Website</b>	website available at: <a href="https://pickpack.com">https://pickpack.com</a> , whose administrator is the Service Provider;
<b>Website Terms and Conditions</b>	document setting out the terms and conditions of use of the Website and provision by the Service Provider of services by electronic means, available at: <a href="http://pickpack.com/cz/docs/rad">http://pickpack.com/cz/docs/rad</a> ;
<b>Order</b>	single order for Postal or Transport Service placed by a Customer with the use of the Form, confirmed by the Service Provider;

<b>Additional Services</b>	services associated with Postal and Transport Services, relating to Delivery, whose catalogue is provided in Art. 6 of the Terms and Conditions;
<b>Courier</b>	Service Provider's employee or a person providing services to the Service Provider under a civil law contract or a person engaged under any of the above legal relationships by an entity cooperating with the Service Provider with regard to Postal and Transport Services, performing Deliveries on behalf of the Service Provider;
<b>Bill of Parcel</b>	document generated on the Website upon placing an Order or delivered to a Customer by a Courier, which makes a proof of acceptance of a Dispatch for Delivery and conclusion of a Contract between the Customer and the Service Provider; in the understanding of these Terms and Conditions, a Bill of Parcel shall also be a confirmation of posting a Courier Dispatch; in order to avoid any doubts the Bill of Parcel shall not be deemed as the bill of parcel in the meaning of § 2572 of Act no. 89/2012 Sb., Civil code;
<b>Protocol</b>	document drawn up by a Courier and Recipient, describing the damages caused in the Dispatch which have not been included in the Bill of Parcel;
<b>Working Days</b>	days on which a deadline may expire, as calculated according to the provisions of the Civil Code, in the understanding of § 607 of Act no. 89/2012 Sb., Civil code;
<b>Insurance</b>	type of Additional Service consisting in conclusion by a Customer, through the Service Provider, of an insurance agreement relating to the Dispatch with a third party (insurance company) up to the amount indicated by the Customer;
<b>Privacy Policy</b>	document adopted by the Service Provider and available on the Website, including detailed terms of personal data processing by the Service Provider;

## 2. General provisions

- 2.1 These terms and Conditions set out the terms, scope and conditions of providing Services by the Service Provider, concluding and dissolving contracts for the provision of Services and the complaint procedure.
- 2.2 The Service Provider shall be obliged to guarantee full support of the Services supplied by the Service Provider through an automated service system in the form of a computer program available on the Website, and to perform activities associated with the Services which are necessary for their due performance.

- 2.3 Use of Services and conclusion of Contracts is payable and voluntary for each User. Conclusion of a Contract implies consent to the provisions of these Terms and Conditions, which is always confirmed by Users prior to the conclusion of a Contract. Each User shall be obliged to comply with the provisions of the Terms and Conditions from the start of his endeavours to use the Services.
- 2.4 Because of the constant development of Services, the Service Provider reserves the possibility to change the catalogue of the Services offered or introduce new functions, which may require amendment to these Terms and Conditions, and the applicable version of the Terms and Conditions in each case shall be the version accepted by the User when concluding the Contract.
- 2.5 The Service Provider shall not be liable for any acts or omissions of Users, in particular for non-performance or undue performance of obligations under the concluded Contracts and consequences of breaching the provisions of the Terms and Conditions, as well as for deprivation of Users of any rights by third parties where the fault for the circumstances which directly give rise to such deprivation may be attributed exclusively to the User. The Service Provider shall be obliged solely for the due performance of Services and transport and, in this regard, the Service provider shall be bound exclusively by the contents of a Contract.
- 2.6 These Terms and Conditions detail Services available as a part of full functionality of the Website, which may not be available to each User in the light of the privileges assigned to such user. Users shall have no claims against the Service Provider for any absence of possibility to use all functions of the Website.

### **3. Orders**

- 3.1 It shall be possible to order a Delivery through the From, by submitting the following data:
- 3.1.1 first name and surname or business name of the Sender, email address and telephone number of the Sender and the address where a Courier should collect the Dispatch; optionally, a User may also enter additional comments in the designated field;
- 3.1.2 first name and surname or business name of the Recipient, telephone number of the addressee and the address to which the Dispatch is to be delivered; optionally, a User may also enter additional comments in the designated field and the Recipient's email address;
- 3.1.3 date of posting and hour of collection of the Dispatch by a Courier, falling within one of the following time-spans: 4:00-6:59, 7:00-8:59, 9:00-10:59, 11:00-12:59, 13:00-14:59, 15:00-16:59, 17:00-18:59, 19:00-23:00;
- 3.1.4 date and hour of delivery of the Dispatch by a Courier to the Recipient, falling within one of the following time-spans: 4:00-6:59, 7:00-8:59, 9:00-10:59, 11:00-12:59, 13:00-14:59, 15:00-16:59, 17:00-18:59, 19:00-23:00;

- 3.1.5 type of the posted Dispatch, depending on its size;
- 3.1.6 selected Additional Services.
- 3.2 A User may include in one Order many Dispatches of different type, addressed to one or many Recipients. A User may select separate Additional Services in relation to each Dispatch.
- 3.3 The time-span of delivery of a Dispatch must not be identical with the time-span of posting the Dispatch. A User may place an instruction of receipt falling within a time-span valid at the time of placing the Order or to deliver the Dispatch to the Recipient at the earliest possible time, which may fall within the time-span of posting. This, however, shall not be guaranteed by the Service Provider. Eventually, the possibility to hasten the collection or delivery of a Dispatch depends on driving and weather conditions, places of collection and delivery as well as the number of available Couriers and Orders placed at similar time. Selecting this option may increase the price for a Service.
- 3.4 Upon entry of all the required Order parameters, the Form shall sum up their cost and then, taking into consideration dynamic price multipliers and charges, the Form shall display an aggregate price to be paid by the User.
- 3.5 The Service price shall depend on the entered Order parameters and the current volume of Orders placed by Users.
- 3.6 Upon confirming the Order with the “Send parcel” button, a User confirms that all the data entered in the Order are accurate and expresses the intention to enter into the Contract for the indicated price.
- 3.7 Upon placing the Order, a User shall be informed in the User Account about the assigned Order number and its current status. The Order shall be confirmed upon the change of the status to “Order Confirmation.” At that time, the Contract is concluded.
- 3.8 A User may view Order parameters in the User Account by selecting an appropriate Order in the “Orders” tab. At that place, User may also view the Dispatch number and the number of the Bill of Parcel, as assigned to his Dispatch, and the history of the Dispatch’s status, detailing the exact dates and times of its modifications.
- 3.9 Withdrawal of a placed Order shall be possible on the following terms:
  - 3.9.1 within 15 minutes of the placement of Order – free of charge;
  - 3.9.2 after 15 minutes from the placement of Order, provided that the Order status has not changed to “Pending collection from the sender” – the Customer shall be obliged to cover 30% of the Order price even where the Dispatch has not been submitted for collection by a Courier;
  - 3.9.3 once the Order status has changed to “Pending collection from the sender” – withdrawal from an Order shall be possible only by withdrawal from the Contract.
- 3.10 The Order price displayed on the Website shall be payable by wire transfer to the Service Provider’s bank account or through an external electronic payment system supplied by the electronic payment operator indicated by the Service Provider prior to delivery of the Dispatch, unless the Service Provider has enabled a Customer to settle aggregate prices

for Ordered Dispatches per agreed settlement periods under a separate agreement between the Service Provider and such Customer. Refusal to pay shall be considered as withdrawal from the Contract without the possibility to claim return of the Order price, subject to Art. 3.12.

- 3.11 A Customer shall pay to the Service Provider, per each day of delay in the payment of Price, interest at 14% per annum. The day of payment shall be the day of crediting the Service Provider's bank account with the remuneration.
- 3.12 In case of selecting the option of settling an Order through the electronic payment system made available by the Website, the absence of payment within 15 minutes of the placement of Order shall automatically annul the Order placed without imposing any costs on the Customer.
- 3.13 An Order placed shall be sent by the Website to a Courier selected by an algorithm. The Customer shall be notified through the Website about the confirmation of Order.
- 3.14 Upon confirmation of an Order's acceptance, the Customer or a Sender authorized by the Customer shall be obliged to remain at the indicated address of collection of the Dispatch with a view to its delivery to a Courier. The lack of possibility to contact the Customer, absence of the Customer or Sender at the indicated address or omission to provide the Dispatch for collection by a Courier shall be treated as withdrawal from the Contract without the possibility to claim return of the Order price.
- 3.15 Whenever this article mentions the lack of possibility to claim return of the Order price by a Customer in case of withdrawal from the Contract or the necessity to incur a part of the Order price by such Customer – the Service Provider shall be entitled to offset the amount due from the Customer against the liability to the Customer for the return of the Order price without making any additional declaration in that respect.
- 3.16 During the collection of a Dispatch, the Courier shall be entitled to verify whether the Dispatch conforms to the submitted Order, in particular regarding its weight, dimensions, declared contents, consistence of the address details indicated on the Dispatch with the Bill of Parcel, and the possibility to perform the Delivery, especially whether the Dispatch is not subject to exclusion from Delivery under these Terms and Conditions or separate provisions.
- 3.17 The Service starts at the time of collection of the Dispatch by a Courier for performance of Delivery.
- 3.18 Where, as a result of the verification mentioned in Art. 3.16, it turns out that the Dispatch provided for Delivery differs from the Dispatch covered by the Order, according to the data in the Bill of Parcel, to such an extent that a different price should be charged while submitting the Order, the Courier shall be entitled to recalculate the Order price or request placement of a new Order by the Customer according to the verified data, which shall be the basis for settlement and performance of the Delivery. Acceptance of a Dispatch for Delivery may take place only upon payment of the full Order price calculated for the Dispatch submitted for Delivery.

#### **4. Dispatches**

- 4.1 The Service Provider performs Delivery of Courier Dispatches and Consignments of Goods .

- 4.2 All Dispatches weighing up to 20 kilograms and having dimensions (i) none of which may exceed 200 cm or (ii) 300 cm for the sum of the length and the largest perimeter measured in a direction other than length, shall constitute Courier Dispatches, and their Delivery shall be effected under the provisions of the Postal Law. Other Dispatches shall amount to Consignments of Goods and their Delivery shall be effected under the provisions of the Transport Regulations.
- 4.3 The catalogue of the offered postal services includes: receipt, sorting, movement and delivery of Courier Dispatches, including dispatches with correspondence, excluding dispatches of a declared value.
- 4.4 In particular, the following Dispatches shall be excluded from Delivery:
- 4.4.1 explosives;
  - 4.4.2 firearms and ammunition;
  - 4.4.3 batteries, engines, automobile parts flooded by liquids, including gearboxes;
  - 4.4.4 combustibles and corrosives;
  - 4.4.5 radioactive materials;
  - 4.4.6 goods chemically or biologically active;
  - 4.4.7 antiques, relics, works of art, items of significant scientific, cultural or artistic value, philatelic or numismatic collections, items with collectible value, unique, individual items;
  - 4.4.8 carriers of sentimental values, e.g. diaries or other documents of emotional, sentimental or collectible value;
  - 4.4.9 jewellery and goldsmith's articles – which shall be understood as items of gold, platinum, silver and other noble metals, precious or semi-precious stones and their prefabrications;
  - 4.4.10 cash, securities and other payment instruments and items of payment, prepaid and ATM cards, debit and credit cards and other monetary values, which shall be understood as domestic and foreign banknotes and coins, vouchers, checks, bills of exchange or other documents substituting cash in transactions;
  - 4.4.11 animals (live and dead);
  - 4.4.12 products of animal origin;
  - 4.4.13 human or animal bodies or remains;
  - 4.4.14 human organs, body fluids or products of human metabolism;
  - 4.4.15 medicaments in the understanding of appropriate provisions, components for medicament production, addictive drugs, as well as their precursors;
  - 4.4.16 items which, because of their properties, may pose a threat to life or health of persons handling them, or expose other parcels to destruction, damage, contamination, etc.;
  - 4.4.17 items in defective condition or insufficient, damaged packaging, or without a required packaging; the Service Provider may make collection for Delivery of a Dispatch not conforming with this provision contingent on placement by the Sender in the Bill of Parcel of an appropriate statement on the condition of the Dispatch;
  - 4.4.18 items of value exceeding 3000 Kč without buying an Additional Service of Insurance;
  - 4.4.19 items of value exceeding 30000 Kč, regardless of buying an Additional Service of Insurance;
  - 4.4.20 fragile and glass items, without buying an Additional Service *Handle with Care*;
  - 4.4.21 items for whose transport a separate permit is required;

- 4.4.22 items addressed to mailbox or mail compartment numbers or addressed *poste restante*;
- 4.4.23 other items whose movement or transport is prohibited under separate provisions, especially of the Postal Services Law in reference to Courier Dispatches and of the Act no. 111/1994 Sb., on road transport (with amendments) and of Act no. 13/1997 Sb. on land transport (with amendments) in reference to Consignments of Goods.
- 4.5 A Sender shall be obliged to provide a Dispatch to a Courier in a condition enabling its proper Delivery without any decrement or damage.
- 4.6 Items which, because of their properties, require packaging, must be provided by a Sender in a hermetic, protected and non-damaged package. The Sender shall be obliged to adjust the type of packaging to the contents of the Dispatch, including its size, substance (physical state), value, resistance to outside forces and mechanical stimuli. The liability for inadequate packaging shall be borne by Customers.
- 4.7 Dispatches whose weight exceeds 31,5 kilograms or whose Delivery, because of their size, requires the use of specialist equipment, e.g. forklift truck, should be placed on a pallet and attached to it so as to prevent spontaneous separation of the Dispatch from the pallet during Delivery.
- 4.8 As regards Consignment of Goods, a Sender may declare a value of a Consignment of Goods. The declared value of the Consignment of Goods submitted by the Sender may not exceed its normal value and should be confirmed by appropriate accounting documents or other exhibits. Declaration of the value of a Dispatch shall at the same time require taking out an Additional Service of Insurance at an appropriate monetary threshold, depending on the declared value (up to 3000 Kč, up to 30000 Kč.). In case of the Sender's omission to take out Insurance of the Dispatch, it shall not be possible to declare the value of the Consignment of Goods.

## **5. Delivery**

- 5.1 The basis for Delivery of a Dispatch shall be a Bill of Parcel. The Bill of Parcel shall be generated automatically by the Website and entrusted to the Courier in two copies. The Courier and the Sender shall be obliged to verify the accuracy, completeness and consistence of the Bill of Parcel with the actual state, especially with the Dispatch provided for Delivery. In case of a discrepancy, the Courier and the Sender shall include appropriate mentions in the Bill of Parcel, which should be confirmed at least by the initials of the Courier and the Sender.
- 5.2 Upon verifying the Bill of Parcel, the Sender shall be obliged to sign the Bill of Parcel. The Sender's signature shall constitute confirmation that the Sender acknowledges all the circumstances indicated in the Bill of Parcel to be true and does not lodge any objections to its contents. If special provisions provide for an obligation to annex the Bill of Parcel with additional documents, the Sender shall be obliged to attach them on pain of refusal to accept the Dispatch for Delivery.
- 5.3 Acceptance of a Dispatch for Delivery shall be effected upon confirmation of its collection by Courier by means of scanning the Dispatch code with an electronic device at the Courier's disposal or selecting an appropriate option on such device.



- 5.4 A Sender should receive at least one copy of the Bill of Parcel. The second copy, signed by the Sender, makes an important Delivery document which serves as the basis for the performance of the Contract.
- 5.5 A Bill of Parcel may also take the form of an electronic document. In such situation, signatures may be placed with the use of electronic devices at Couriers' disposal, and the delivery of a copy of the Bill of Parcel shall be effected to the email address indicated by the Customer or by making it available by the Service Provider on the Website.
- 5.6 The Service Provider shall have a lien on Dispatches to secure claims under the Contract and for legitimate, additional costs of provision of a Service, arising from reasons attributable to a Sender, Customer or Recipient. The lien expires upon delivery of the Dispatch to the Recipient.
- 5.7 The Service Provider shall have the right not to accept a Dispatch for Delivery and, in respect of accepted Dispatches – to return them promptly to the Sender, if:
- 5.7.1 the Sender has not fulfilled the requirements for the provision of Services as provided in the Postal Law or of transport services as provided in the Transport Law, or secondary legislation adapted thereunder;
  - 5.7.2 the Sender has not fulfilled the requirements for the provision of Services as provided in these Terms and Conditions;
  - 5.7.3 on the packaging of a Dispatch or in a visible part of its content there are inscriptions, images, drawings or other graphic signs which violate the law,
  - 5.7.4 the Dispatch does not meet the requirements set by the Service Provider for the conclusion of a Contract, including where it is a parcel which: according to the provisions of these Terms and Conditions, the Service Provider shall not accept for Delivery or has been inadequately secured, or where its size exceeds the maximum Dispatch;
  - 5.7.5 the Delivery would be performed in whole or in part in an area not covered by the Service Provider's entry in the evidence of postal operators, unless the Service provider has concluded a cooperation agreement enabling performance of the service outside that area;
  - 5.7.6 Delivery of the Dispatch would result in violation of the provisions on the conditions of road transport, on the conditions of work prescribed for drivers, road traffic or public roads legislation;
  - 5.7.7 the size or weight of the Dispatch exceeds the parameters for a standard Dispatch;
  - 5.7.8 the Dispatch has not been prepared for delivery at the time specified in the Order;
  - 5.7.9 acceptance or movement of the Dispatch is prohibited under separate provisions.
- 5.8 The Service Provider shall be entitled to:
- 5.8.1 refuse to enter into a Contract if the Dispatch does not comply with the requirements set out in these Terms and Conditions, in particular where it contains items indicated in Art. 4.4.
  - 5.8.2 withdraw from the Contract at any time where the Service Provider ascertains a circumstance mentioned in Art. 5.8.1.
- 5.9 The fact of acceptance by the Service Provider (Courier) of a Dispatch from the Sender for Delivery shall not create a presumption of compliance of the Dispatch with the Terms and Conditions or confirm that the Service Provider became familiar with its content. In a situation of reasonable suspicion that the Dispatch does not comply with the requirements

of these Terms and Conditions, including in particular Art. 4.4, and in case of suspicion that the Dispatch may cause damage to other parcels or property of the Service Provider or that it is an object of offence or that its content poses a threat to humans or the environment, the Service Provider may, subject to the applicable provisions, check the content of the Dispatch at any stage of provision of the Service, also prior to the acceptance of the Dispatch, and then make a decision on the refusal to accept the Dispatch, acceptance of the Dispatch for Delivery, securing the packaging of the Dispatch or withdrawal from the Contract and discontinuation of providing the Service and on the return of the Dispatch to the Sender at the expense of the Customer and in exceptional and justified situations, the Service Provider may, according to the applicable provisions, destroy the content of the Dispatch or deliver it to the competent public authorities, especially where it poses a threat to humans or other Dispatches. The Dispatch shall be checked in the Sender's presence or, where this is not possible, in the presence of persons invited to that action by the Service Provider pursuant to separate legal provisions. The checked Dispatch shall be marked with a special label unless its content has been verified before the acceptance of the Dispatch by the Courier and the verification did not require violation of the packaging's integrity. In no case shall the control cover the contents of any documents transported as dispatch with correspondence.

- 5.10 In the events specified in the above provisions, the Customer shall be liable for any damages caused to the Service Provider on general terms. Dispatches shall be returned at the Customer's expense, wherein the cashed Order price shall also be returned. In case of withdrawal from the Contract and discontinuation of provision of the Service, the cashed Order price shall be credited towards the charge payable to the Service Provider for the return of the Dispatch to the Sender and, in this regard, the Service Provider shall have the right to offset the amounts payable to the Service Provider against the amounts paid by or on behalf of the Customer without making a separate declaration of intention.
- 5.11 Before delivery of the Dispatch to the Recipient, a Customer may (i) withdraw from the Contract or (ii) request a change of the Recipient or the Recipient's address. In case of withdrawal from the Contract under this provision, the Customer shall be obliged to pay the full Order price increased by the cost of return of the Dispatch to the Sender. In case of a change of the Recipient or the Recipient's address, the Service Provider shall be entitled to charge for the Dispatch, assuming as the Sender's address the original address of the Recipient, and a handling fee.

## **6. Receipt of Dispatches**

- 6.1 The Service Provider shall deliver Dispatches within the timeframe indicated in the Order, subject to Art. 3.3, unless a confirmation of the Order's acceptance sent to the Customer provides otherwise. In the absence of other information provided to the Customer, the Service Provider guarantees hereby a delivery term of 3 Working Days.
- 6.2 Delivery of the Dispatch shall be possible exclusively at the indicated address, personally to the Recipient. As far as Courier Dispatches are concerned, in the absence of the Recipient the Dispatch may also be delivered personally to an adult household member or adult person acting in the business premises, unless personal receipt by the recipient was stipulated when placing the Order ("personal delivery").

- 6.3 Receipt of the Dispatch shall be executed by confirmation of the receipt of the Dispatch by the Recipient or persons indicated in Art. 6.2, by handwritten signature which may be placed with the use of an electronic device provided by the Courier.
- 6.4 If the Recipient detects any damages to the Dispatch which were not indicated in the Bill of Parcel, the Recipient may request preparation of a Protocol, which the Courier may not refuse. For that purpose, the Recipient shall have the right to open the Dispatch to check if there are any damages inside, in the content of the parcel.
- 6.5 The Recipient's signature confirming receipt of the Dispatch without preparing a Protocol shall be understood as receipt of the Dispatch without reservations concerning damages.
- 6.6 In the event of absence of the Recipient at the address indicated in the Bill of Parcel at the planned time of delivery of the Dispatch, the Courier or other agent of the Service Provider shall attempt to contact the Recipient over the telephone to negotiate another attempt to deliver the Dispatch on the same day. Upon ineffective attempt at Delivery, the Service Provider shall notify the Recipient by email about the ineffective attempt to deliver, including the information on the return of the Dispatch to the Sender.
- 6.7 Upon expiry of the deadline for collection, the Dispatch shall be returned to the Sender to the address indicated in the Bill of Parcel, on the same terms as set out for its delivery.
- 6.8 The Dispatch shall also be returned in the event of the Recipient's refusal to accept the Dispatch or indication in the Bill of Parcel of an erroneous address of the Recipient.
- 6.9 The absence of the possibility to deliver, refusal to receive or failure to receive a Courier Dispatch by the Sender in the prescribed time shall result in deeming the Dispatch not delivered.
- 6.10 An undelivered Dispatch shall be deemed lost if its delivery to the Recipient or notification of an attempt at its delivery or possibility of collection by the Recipient have not been effected within 30 days of the date of posting.

## **7. Opening, distraction and sale of the Dispatch**

- 7.1 The Service Provider is entitled to open the Dispatch, if:
- 7.1.1 It cannot be delivered nor returned according to Paragraph 6.7. and 6.8.;
- 7.1.2 There is justified suspicion it contains goods that may not be dispatched according to Paragraph 4.4.;
- 7.1.3 It became damaged;
- 7.1.4 There is reasonable suspicion that the damage occurred or may occur until the delivery, or
- 7.1.5 It is indispensable to fulfil the obligations imposed on the Service Provider by the respective regulations.
- 7.2 The Service Provider is obliged to inform about opening of the Dispatch (i) the Recipient while dispatching and the Sender while returning of the Dispatch.
- 7.3 The contents of the Dispatch may be perused only within the scope necessary to realize the purpose of peruse. The protection of circumstances which are protected pursuant to respective regulations as well as protection of postal secrecy pursuant to § 16 of the Act on Postal Services and secrecy of mail must be guaranteed.
- 7.4 Upon the lapse of 30 days term of the acceptance of the Dispatch the Service Provider is entitled to dispose of the Dispatch, announcing the Sender and the Recipient on the

planned disposal of the Dispatch. The disposal may be made by sale or distraction of the Dispatch not earlier than 10 days since the announcement.

7.5 The Service Provider is entitled to sell the Dispatch or its part, if:

7.5.1 The Dispatch may not be delivered nor returned;

7.5.2 There is the reasonable fear of loss of Dispatch's value.

7.6. The Dispatch which is under the mail secrecy may not be sold.

7.7. If it is possible, the Service Provider shall pay the rest of the sale price deducted by the costs of storage, sale and unsatisfied price.

7.8. The Service Provider may dispose the Dispatch or its part if its content lost its value in full or in part.

7.9. The Service Provider is entitled also to dispose the Dispatch or its part before the time limit herein if it is necessary to assure protection of people's health.

7.10. Should the sale of the Dispatch is not finalized and the Dispatch may not be delivered nor returned, the Service Provider shall dispose the Dispatch after the lapse of 7 days.

7.11. The provisions of paragraphs 7.1 to 7.10 shall not be applied to the Courier Dispatch if, according to the international agreements being the part of the legal system of Czech Republic, such Dispatch enjoys the privilege of inviolability.

## **8. Additional services**

8.1 The Service Provider shall make available to Users the following Additional Services: Handle with Care, Insurance, Elegant Courier.

8.2 As a part of the Handle with Care service, the Service Provider guarantees that the Dispatch is going to be handled with utmost care and no other Dispatches will be placed on top of it during the transport in the Delivery process so as to minimize the risk of damages. For non-performance of the above obligation, the Service Provider shall be liable under the risk principle, to the exclusion of the terms of liability specified in Article 9, up to the compensation amounts set out in Article 10. The rights under the abovementioned liability of the Service Provider shall be exercised in a complaint procedure.

8.3 As a part of the Insurance service, as long as it has been made available by the Service Provider, a third party (insurance company) shall assume full liability for the Dispatch up to the amount indicated by a Customer in case of an insured event, regardless of the Service Provider's fault, as long as the circumstances do not indicate an exclusive fault of the policy-holder.

8.4 As a part of the Elegant Courier service, the Service Provider guarantees that the Courier delivering the Dispatch during the Delivery shall be dressed in formal wear, i.e. white shirt, jacket, dark trousers, elegant shoes, optionally an elegant cloak or heavy jacket. For non-performance of the above obligation, the Service Provider shall be liable as for undue performance of a Postal Service, up to the compensation amounts specified in Article 10 and subject to the obligation to return the full Order price. The rights under the abovementioned liability of the Service Provider shall be exercised in a complaint procedure.

## **9. Liability**

- 9.1 The Service Provider shall be fully liable to Customers, Senders and Recipients for acts and omissions of its agents, including Couriers, as for its own acts and omissions.
- 9.2 The Service Provider shall be liable for non-performance or undue performance of a Service unless the non-performance or undue performance was caused: (i) by force majeure; (ii) by reasons attributable to the Customer, Sender or Recipient, without the Service Provider's fault; (iii) by a breach on the part of the Customer, Sender or Recipient of the applicable legal provisions or the Terms and Conditions; (iv) by the properties of the contents of the Dispatch.
- 9.3 The Service Provider, when invoking one of the above grounds for the absence of liability, shall produce its proof.
- 9.4 The Service Provider shall be liable for non-performance or undue performance of a Postal Service within the range specified in the Postal Law and these Terms and Conditions, unless the non-performance or undue performance was caused: (i) by a delict (tort), (ii) by wilful misconduct of the Customer, (iii) by gross negligence of the Customer.
- 9.5 The Service Provider shall be liable for non-performance or undue performance of a Transport Service within the range specified in the Transport Law and these Terms and Conditions.
- 9.6 A Service shall be deemed non-performed especially in cases of loss (lostness, entire destruction) of the Dispatch by the Service Provider (Courier) or when the delivery of the Dispatch or notification of an attempt at its delivery took place after 30 days of the date of posting.
- 9.7 A Service shall be deemed unduly performed in particular in the event of: (i) delay in the delivery of the Dispatch in relation to the guaranteed date; (ii) destruction or decrement of the content of the Dispatch; (iii) performance of the Service contrary to the Order or provisions of the Postal Law or Transport Law (depending on whether the Service related to a Courier Dispatch or Consignment of Goods).
- 9.8 Claims for undue performance of a Service in relation to a Courier Dispatch shall expire upon receipt of the Courier Dispatch without reservations, unless decrements or damages to the Dispatch which could not be spotted from outside were detected by the Recipient after the Dispatch's receipt and not later than after 7 days of the receipt of the Dispatch the Recipient reports to the Service Provider a claim thereunder and proves that the decrements or damages of the Dispatch occurred in the period between collection of the Dispatch by a Courier for Transport and its delivery to the Recipient.
- 9.9 Claims for decrement or damage to a Consignment of Goods shall expire as a result of acceptance of the Consignment of Goods without reservations unless: (i) the damage was stated in a protocol before the receipt of the Consignment of Goods by the Recipient; (ii) such statement was omitted by the Service Provider's (Courier's) fault; (iii) the decrement or damage was a consequence of wilful misconduct or gross negligence of the Service Provider; (iv) a damage which could not be spotted from outside was detected by the Recipient after the receipt of the Consignment of Goods and within 7 days the Recipient requested determination of its state and proved that the damage occurred in the period between collection of the Consignment of Goods for Transport and its delivery.
- 9.10 The Service Provider's liability for non-performance or undue performance of a Service in matters not regulated hereinabove shall be governed by the provisions of the

Postal Law or the Transport Law (depending on the Dispatch type), and in matters not regulated therein – by the provisions of the Civil Code.

## 10. Damages

10.1 In case of non-performance or undue performance of a Service relating to a Courier Dispatch, damages shall be payable: (i) for loss, decrement or damage to a Courier Dispatch other than correspondence – in an amount not higher than normal value of the lost or damaged items; (ii) for loss, decrement or damage of a Courier Dispatch amounting to correspondence – at ten times the charge for the Postal Service (lump sum remuneration), (iii) for delay in the delivery of a Courier Dispatch in relation to the guaranteed delivery date – in an amount not higher than two times the Order price (lump sum remuneration), (iv) for loss, decrease or damage of Dispatch of goods – amounting to maximum ordinary value of lost or damaged goods. If the additional service „Insurance” was bought the value of the Dispatch is deemed the value declared according to Par. 4.8., (v) for the delay towards the guaranteed time limit – amounting to maximum twice price of the Order.

## 11. Complaints

11.1 In case of non-performance or undue performance of a Postal Service, the right to lodge a complaint shall be vested in: (i) the Sender; (ii) the Recipient – where the Sender surrenders to the Recipient the right to assert claims or where the Dispatch has been delivered to the Recipient.

11.2 A Sender or Recipient may lodge a complaint in each outlet of the Service Provider in writing, orally to a protocol or by electronic means, by an email sent to the email address: reklamacje@pickpack.pl

11.3 Complaints may be lodged not later than within 12 months of the date of posting the Dispatch.

11.4 Complaints shall include: (i) first name and surname of the Sender or Recipient or its name and address for correspondence or address of the seat of the Sender or Addressee, hereinafter referred to as the "**Complainant**"; (ii) subject of the complaint; (iii) date and place of posting the Dispatch; (iv) number of the Bill of Parcel or Order; (v) justification of the complaint; (vi) amount of compensation – where the Complainant requests damages; (vii) Complainant's signature – in the event of complaints lodged in writing; (viii) date of the complaint; (ix) list of enclosed documents.

11.5 In case of a complaint lodged in writing, the Complainant shall enclose: (i) the original of the Bill of Parcel (for inspection); (ii) declaration of the Sender on the surrender of the right to assert claims – in a situation mentioned in Art. 11.1 (ii) of the Terms and Conditions; (iii) copy of the Protocol, or (iv) statement of the detected decrements or damages to the Dispatch made by the person receiving the Dispatch directly following its receipt; (v) citation of facts in proof of posting or delivery of the Dispatch; (vi) packaging of the damaged Dispatch if the Service Provider so requires; (vii) statement of detection of invisible decrements or damages to the Dispatch, within the period prescribed in Art. 9.7 of the Terms and Conditions, including citation of the facts or evidence for the facts conditioning the assertion of damages, as specified in Art. 9.7 of the Terms and Conditions; (viii) documents evidencing due performance of the Dispatch's Delivery – for inspection.

- 11.6 Complaints lodged by means of electronic communication must be annexed with copies of the documents mentioned in Art. 11.5 of the Terms and Conditions. Where this is necessary for proper processing of the complaint, the Service Provider may request delivery of originals of those documents.
- 11.7 Originals of the documents shall be returned to the Complainant against signed and dated receipt, at any time, at the Complainant's request. In the absence of such request, the Service Provider shall return them at the latest upon completion of the complaint procedure.
- 11.8 If the Service Provider finds that the complaint does not fulfil the requirements prescribed in Arts. 11.4-11.6 of the Terms and Conditions, where their fulfilment is necessary for proper processing of the complaint, the Service Provider shall call on the Complainant to remedy the deficiencies within 14 days of the date of delivery of the call to the address indicated in the call. This term shall not be included in the deadline for the processing of complaint.
- 11.9 The Service Provider shall promptly process the complaint and answer the complaint within a deadline not longer than 30 days of the date of receipt of the complaint.
- 11.10 The deadline shall be complied with if, prior to its expiry, the Service Provider posts (sends) a reply to the complaint. In case of submitting the complaint by electronic means with an indication of the Complainant's email address proper for reply, this shall imply consent to the delivery of letters concerning the complaint by electronic means to the indicated email address.
- 11.11 Information on the outcome of the complaint should include an instruction about exhaustion of the complaint procedure and: (i) details of the Service Provider (company name and address), (ii) information on acceptance or non-acceptance of the complaint, (iii) justification including indication of legal basis, (iv) when damages are awarded – the acknowledged amount of damages and information on the term and method of its payment (within a term not longer than 30 days of the date of acceptance of the complaint), (v) when a payment is to be returned – specification of the amount and information on the term and method of its payment (within a term not longer than 30 days of the date of acceptance of the complaint), (vi) instruction on the possibility to assert claims in: (a) court proceedings, (b) out-of-court procedure for resolution of consumer disputes before the President of the Office of Electronic Communications or (c) proceedings before the permanent arbitration court attached to the President of the Office of Electronic Communications, (vii) instruction on the right to lodge an appeal and indication of the address to which the appeal should be submitted, (viii) signature of a person responsible for processing the complaint and indication of that person's official position.
- 11.12 The Service Provider's failure to answer the complaint within a deadline prescribed in Art. 11.9 of these Terms and Conditions or an appeal following the complaint within a deadline prescribed in Art. 11.15 of the Terms and Conditions shall imply acceptance of the complaint.
- 11.13 In case of refusal to accept the complaint in whole or in part, the Complainant may lodge an appeal within 14 days of the date of service of the reply to the complaint.
- 11.14 If an appeal is lodged against the decision made in a complaint case after expiry of the prescribed term, the appeal shall be left unprocessed, whereof the Service Provider shall promptly notify the Complainant.

- 11.15 The Service Provider shall consider the appeal promptly and notify the Complainant about the outcome of the complaint within a deadline not longer than 30 days of the complaint's receipt. Art. 10.10 of the Terms and Conditions shall apply as appropriate.
- 11.16 The Service Provider shall notify that the entitled person has the right to assert claims in respect of a Transport Service in court proceedings upon ineffective exhaustion of the complaint procedure.
- 11.17 The Service Provider shall notify that in case of exhaustion of the complaint procedure, Consumer may take advantage of an out-of-court procedure for dispute resolution by electronic means through the online ODR platform, which enables assertion of claims in connection with a Service. The ODR platform is available at: <http://ec.europa.eu/consumers/odr/>.
- 11.18 Should the Service Provider does not accept the complaint or does not respond to the complaint on defective postal service, the Sender or Recipient may request the instigation of proceedings on considering a complaint with no unnecessary delay to the Czech Telecommunication Office, no later than one month upon the day of delivery of the complaint resolution or upon the ineffective lapse of the aforementioned time limit.
- 11.19 The Client being the consumer may request the extrajudicial consumer dispute resolve from the authorized body pursuant to the Act no. 634/1992 Sb. on consumers protection (subsequently amended).
- 11.20 Extrajudicial consumer dispute resolve within the scope of the dispute between the Service Provider and the consumer is in competency of Czech Telecommunication Office. The internet site of the authorized body: [ctu.cz](http://ctu.cz). More information you can find: <http://www.ctu.cz/ochrana-spotrebitele>, respective forms: <http://www.ctu.cz/formulare>.
- 11.21 The authorized body to resolve the disputes between the Service Provider and the consumer resulting from the agreements on providing the telecommunication services is the Czech Commercial Chamber. Internet site of the authorized body: [coi.cz](http://www.coi.cz). You may find more information: <http://www.coi.cz/cz/spotrebitel/prava-spotrebitelu/mimosoudni-reseni-spotrebitelskych-sporu-adr/>, and respective forms: [www.adr.coi.cz/cs/form](http://www.adr.coi.cz/cs/form)

## **12. Personal data**

- 12.1 The Service Provider shall be the controller of personal data of Users, Customers, Senders and Recipients. The Service Provider reserves the right to entrust or share such personal data with or to a Courier for the purpose of performing Delivery.
- 12.2 Personal data whose controller is the Service Provider shall be processed by the Service provider for the purpose of performing Services, processing claims, facilitating access to and use of Services in future and for marketing purposes.
- 12.3 Provision of data shall be voluntary but their submission shall be a precondition for the conclusion of a Contract. Failure to provide the data shall render the provision of Services impossible.
- 12.4 The Service Provider represents that Users' personal data are processed according to applicable legislation, including in particular, as of 25 May 2018, the 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, and repealing Directive 95/46/EC (General Data Protection Regulation).

- 12.5 Specific terms of personal data processing as well as the scope of rights vested in Users, Customers, Senders and Recipients and the procedure for their exercise shall be specified in the Privacy Policy.

### **13. Final Provisions**

- 13.1 The Administrator reserves the right to introduce amendments to these Terms and Conditions. Any amendments to the Terms and Conditions shall apply subject to their publication on the Website with a fourteen-day transitional period. Any modification to the Terms and Conditions shall be notified to Users by email or in the form of pop-up on the Website.
- 13.2 A User may lodge objection within 14 days of being notified about the new contents of the Terms and Conditions. Absence of objection within this deadline shall be deemed as consent to the amendment to the provisions of the Terms and Conditions. Submission of an objection by a User shall be tantamount to his submission of an instruction to remove the Account.
- 13.3 These Terms and Conditions shall enter into force on 07.03.2019 r.