

General Terms and Conditions pertaining to parcel forwarding and management General Logistics Systems Czech Republic, s.r.o.

Průmyslová 5619/1

CZ-58601 Jihlava

Hereinafter referred to as: **GLS**

These **General Terms and Conditions** are based on section 1751 et seq. of Act No. 89/2012 Coll., Civil Code, and they complement the legal regulations specified in the provisions of section 2471 et seq. of the above Act and are inseparable part of the **Parcel Forwarding Contract**, on the basis of which **GLS** undertakes to ensure the forwarding of parcels and the **Client** undertakes to pay the contracted reward – the price of the parcel-forwarding service.

The **General Terms and Conditions** regulate in a binding way relations established between **GLS** and the **Client** on ensuring the forwarding of parcels.

The **Client** declares that they familiarized themselves with the content of the **General Terms and Conditions** prior to the conclusion of the **Parcel Forwarding Contract** and that they agree with them and accept them without reserve.

These **General Terms and Conditions** shall be adequately applied also to the basic Contracts of Carriage concluded before the effect hereof and

- a) such contracts are concluded pursuant to the provision of Section 2471 et seq. of Act. No. 89/2012 Coll., Civil Code;
- b) should these **General Terms and Conditions** mention a Forwarder this shall be understood as a forwarding agent;
- c) should these **General Terms and Conditions** mention a **Client** this shall be understood as a purchaser of transportation;
- d) should these **General Terms and Conditions** mention a **Parcel Forwarding Contract** this shall be understood as a contract of carriage.

1. Introduction, concepts definition

1.1 **GLS** provides integrated **domestic** and **export** parcel forwarding and express forwarding services to business, institutional and corporate Clients generally endowed with legal person, or natural person undertaking pursuant to the Trades Licensing Act entering into basic Parcel Forwarding Contracts with **GLS** in respect of the use of such services, and make payments for the service periodically, paying of such is settled retrospectively, based on the volume of provided services.

1.2 **GLS** shall be entitled to refuse the conclusion of the **Parcel Forwarding Contract** or to suspend the performance thereto for whatever reason, even without giving any reason.

1.3 **GLS** only forwards carriage-paid-to parcels, i.e. the **Client** in all cases makes payment for the provision of forwarding services.

1.4 These **General Terms and Conditions** define the rights and duties undertaken by **GLS** and the **Client** in order that **GLS** may perform the forwarding of parcels at the appropriate standard of quality.

1.5 **GLS** in all cases provides delivery from the **Client** directly to the **Addressee (door-to-door)**, and operates communication devices and an organizational apparatus enabling the **Client** to obtain answers to all inquiries related to parcel delivery, either over the phone, via email or via the internet.

1.6 Although the **GLS** product partly comprises an intermediated service (based on a subcontractor performance), the **GLS** technology ensures parcel tracking and tracing throughout the entire process.

1.7 **Definition of terms used in the General Terms and Conditions:**

Forwarder – trading company **General Logistics Systems Czech Republic, s.r.o.** Company registration number 26087961, with registered office at Průmyslová 5619/1, 586 01 Jihlava, registered in the Commercial Register kept by the Regional Court in Brno, Part C, Insert 66184 (hereinafter referred to as **GLS** only).

Client – an entity which has entered into the **Parcel Forwarding Contract** with **GLS** or another contract related to the transportation of things.

Sender – an entity marked on the parcel as the “Sender”.

Addressee – an entity marked on the parcel as the “Addressee” who is to accept the parcel.

Parcel – a thing accepted by **GLS** for the provision of a service under the **Forwarding Contract** or another contract related to the transportation of things concluded between the **Client** and **GLS**, supplied with a **GLS** parcel label.

Export Parcel – a thing accepted by **GLS** for the provision of a service under the **Forwarding Contract** or another contract related to the transportation of things concluded between the **Client** and **GLS**, supplied with the **GLS** parcel label, where the address of the place of delivery is outside the Czech Republic.

Parcel Label – a label containing a **GLS** bar code and placed on the upper and the biggest side of the parcel that is used to identify the **Sender**, **Addressee**, and address to deliver the parcel to.

Parcel Forwarding Contract – a contract made between **GLS** and the **Client** in writing or in another form under the provisions of Section 2471 et seq. of Act No. 89/2012 Coll., Civil Code.

IOD – information on delivery of the parcel provided electronically or verbally.

POD – written confirmation of parcel delivery.

Rollkarte – a summary used by **GLS**, issued according to numbers of parcels in which the **Addressee** confirms receiving the parcel.

Scanner – an electronic device used to record data during transportation of parcels, including the **Addressee's** electronic confirmation of the parcel delivery.

GLS Network – members of the **GLS** system at a specific time.

Dispensing Place – the external partner location identified as a **GLS ParcelShop** or technical equipment where parcels are dispensed upon the proof of authorization to pick it up.

Offer – a **GLS** proposal specifying all price terms and conditions, including the amount of the remuneration and the price of each forwarding service. By concluding the **Forwarding Contract** (see 3.1) the **Client** accepts the Offer and agrees to pay for the provision for forwarding services.

Parcel dispatch system – **GLS** software or online portal used for generating a unique parcel code, printing a parcel label and transferring the required data from the **Client** to **GLS**.

Own parcel dispatch system – a system used for generating a parcel label and transferring the required data established and supplied by **GLS**.

Own parcel label – it is a parcel label which is generated by the **Client's** own system and by own resources, or the **Sender**. The label shall meet the requirements for the right shape, locating of obligatory information and a correct format of the bar code.

1.8 **GLS** operates a **Customer Service Office** for the Clients at its headquarters which is open from **7 a.m. to 6 p.m. on working days** and provides information, upon parcel reference numbers, on parcel delivery (IOD), sends proof of delivery (POD) to the **Client** upon request, and handles any complaints related to parcel delivery. **GLS** also operates an independent **Customer Service Office** for the **Addressees**. An **Addressee** is supplied information on their parcel upon the parcel reference number.

1.9 The **Customer Service Office** contacts:

Phone: +420 567 771 111

Fax: +420 567 771 199

Email: info@glS-czech.com

Website: www.glS-czech.com

1.10 Information on the delivery status of parcels is also available on the **GLS** website in the main menu, no earlier than the subsequent business day following their receiving, after entering the parcel reference number.

2. Enquiries, complaints management

2.1 The **Client** or its representative may make enquiries at the **Customer Service** upon the parcel number, and may request the parcel information specified herein: information on delivery (IOD), as well as a delivery certificate (proof of delivery, POD). The parcel information (IOD) of parcels dispatched within the recent 3 months is provided immediately, and the delivery certificate (POD) of parcels dispatched within the recent 3 months is sent within 4 hours. The parcel information is, then, kept to be available for another year minimum; however making it available extends to 3 working days.

2.2 All complaints regarding loss or damage of parcels received by the **Customer Service Dpt** shall be passed for investigation and handling to the Complaints Department of **GLS**. Complaints shall be made in writing.

2.3 In the case of a complaint, the **Customer Service Dpt** receives it, ensures its investigation and undertaking relevant corrective measures, and informs the complainant accordingly upon.

2.4 The **Customer Service** and **Complaints Departments** settle all the claims and complaints in writing within the shortest possible time, but not later than within 30 days from the time the complaint is made.

2.5 The complaints are registered and the causes of the errors, if any, are eliminated in accordance with the stipulations of the ISO 9001 quality management system.

3. Purpose and geographical validity of the GLS General Terms and Conditions

3.1 **GLS** provides the parcel-forwarding service solely upon a valid and effective **Parcel Forwarding Contract**. The contract may be concluded in a usual form – in writing, electronically, or after receiving the Offer and in accordance with the content of the Offer, or alternatively also orally or implicitly. However, in all cases the necessary precondition for the contract validity is that the **Client** owns the required number of parcel tickets, issued by **GLS** for posting the

parcels, or the **Client** prints the parcel tickets and forwarding information on their own in accordance with the **GLS** system regulations, and uses these tickets whenever parcels are dispatched.

- 3.2 These **General Terms and Conditions** shall be valid for all the activities of **GLS**, including primarily for undertaking of integrated parcel-forwarding tasks, collection, loading, unloading, handling and reloading of parcels, temporary storage of parcels in the case of failed delivery as well as for administration of export parcel forwarding within countries belonging to the **GLS** Network.
- 3.3 These **General Terms and Conditions** shall apply exclusively to transport-related tasks covered by contracts concluded with **GLS**, and therefore they shall not apply to import parcel forwarding in the case the **Client** concludes a contract with another member of the **GLS** Network in accordance with the General Contractual Conditions of the foreign partner.
- 3.4 The products and services provided by **GLS**:
- a) a domestic, 24-hour integrated parcel delivery service, with delivery usually on the day following the collection, provision of information regarding the transit time,
 - b) integrated export parcel delivery to EU member states and to Norway and Switzerland, in collaboration with the **GLS** Network,
 - c) import of parcels sent by members of the **GLS** Network to the Czech Republic from the above mentioned countries, customs clearance of the parcels in accordance with the **Addressee's** instructions, and parcel delivery.

3.4.1 **Domestic integrated parcel forwarding:**

In accordance with the request of the Sender, **GLS** performs parcel pick-up at the location specified by the **Client** and parcel delivery keeping the parcel constantly under surveillance from pick-up to final delivery. The Sender can also keep track of the parcel as well as any information related to the parcel, and the proof of delivery are retrievable at any time (within a delimited period). In the event of an address change, **GLS** also undertakes to clarify the address and to deliver the consignment to the new address. The service also includes the second delivery attempt following the first unsuccessful one, and – in the event of an address change – the delivery of the parcel to the new address, or, at the **Addressee's** instruction, to the original address at a different time.

BusinessParcel: A rapid and efficient door-to-door parcel delivery service. Within the Czech Republic, we deliver the parcels collected at any town or village in working hours (between 8 a.m. and 5 p.m.) on the working day after the pick-up day. The second delivery attempt is free of charge.

ExpressParcel: Delivery of urgent parcels at the required time, by noon the other day after pick-up at the latest. Only available in certain towns; a list of these towns is available on the **GLS** website.

In the event of a delay for reasons attributable to the service provider, the transport charge and twice the surcharge charged for the service shall be credited to the **Client** as fixed-amount compensation.

BusinessSmallParcel and ExpressSmallParcel: Special handling for parcels under 3 kg: separate sorting, carriage in special **GLS** bags, simple procedure for designating consignments as “small parcels” using a **GLS** template.

3.4.2 **Export Parcel Forwarding (international integrated parcel forwarding services):** Parcels are delivered by foreign contractual partners of **GLS** Network while **GLS** ensures that a parcel remains under the surveillance of **GLS** from its collection to delivery, and that the information related to parcels as well as the related proof of delivery can be retrieved at any time (within a delimited period). The transit time of export parcels (excluding customs clearance, it is the time from pick-up until the parcel arrives at the depot of the target country to have customs clearance performed) varies according to the target country, from 1 to 5 working days following pick-up. The time required for customs clearance varies according to the local regulations, and the related charges are borne by the **Client** or the **Addressee**. If in the case of Export Parcel Forwarding the **Client** or the **Addressee** fail to meet customs clearance payment obligations, **GLS** shall not have the obligation to deliver the parcel directly to the **Addressee** and at the same time **GLS** shall have the right to charge the costs emerging provably in connection with customs clearance to the **Client**. In the event of an address change, **GLS** undertakes to clarify the address and to perform delivery to it. The service includes the second delivery attempt in case of the unsuccessful first delivery.

EuroBusinessParcel and Euro BusinessSmallParcel: Reliable, quick and efficient road parcel forwarding from the Sender directly to the **Addressee** (door-to-door) with advantageous delivery times in 41 European countries.

3.4.3 **Value-added services available to domestic Clients for special prices:** (These services may only be ordered through **GLS** Parcel Dispatch System.)

Guaranteed24Service: Guaranteed next-day delivery – with this service **GLS** undertakes to ensure delivery within the Czech Republic on the working day following pick-up, with guarantee of compensation in case of not meeting this deadline due to **GLS** fault.

Pick&ReturnService: Pick-up and return – **GLS**, on the instructions of its contracted partner, collects the parcel at a specified location and delivers it to the **Client** anywhere in the Czech Republic. The Sender is responsible for correct parcel labelling at the loading location.

Pick&ShipService: Pick-up and shipping – **GLS**, on the instructions of its contracted partner, collects the parcel at a specified location and delivers it to any spe-

cified address in the Czech Republic. The Sender is responsible for correct parcel labelling at the loading location.

CashService: Cash-on-delivery – The settlement and bank-transfer of the cash taken upon delivery performs automatically at least twice a week; a surcharge for the service includes the cost of the bank transfer in the particular country. A service fee is also charged in the event of an unsuccessful attempt to deliver the parcel. In the case of an export parcel, with the exception of Slovakia, the **Client** has to have a domestic currency account (a HUF account kept in Hungary, a RON account kept in Romania, a EUR account kept in Slovenia and an HRK account in Croatia) in order to be able to use the service in these respective countries.

ExchangeService: Parcel exchange – **GLS** picks up an exchange parcel at the delivery of parcels for which the service has been ordered.

FlexDeliveryService: Flexible delivery – the service offers 6 optional solutions and 3 delivery attempts for flexible delivery and at the same time it ensures continuous information of the **Client** via e-mail or SMS. The first message contains the information that the parcel will be delivered on the following business day, information on the Sender and/or the COD amount to be collected. The second message sent on the delivery day contains an anticipated delivery interval, the contact **GLS** phone number. The **Addressee** themselves may decide about the second and third attempt to deliver via an internet application.

AddresseeOnlyService: For confidential consignments – By ordering this service, the Sender can specify the person who will accept the parcel. Delivery of the parcel takes place upon presentation of the identity card or the passport. The number of the identity card or the passport is indicated in the Rollkarte.

DeclaredValueInsuranceService: Declared-value insurance which may be arranged on a one-off basis for individual parcels. The service may be ordered by filling a request form up via **Customer Service** office, or on-line via the **GLS** Parcel Dispatch System (on-line only up to CZK 100,000).

AddOnInsuranceService: In addition to the automatically provided insurance coverage, additional flat-fee insurance can be ordered for any parcel type. The fee for the additional insurance is the subject to an individual agreement.

ThinkGreenService: This is a service of CO₂ neutral transportation. By ordering this service, the Sender contributes to projects of greenery planting which compensates CO₂ emissions caused by the transportation of the given parcel.

ShopDeliveryService: Parcel delivery for personal collection directly at the **GLS** ParcelShop selected already when ordering of the transport.

ShopReturnService: Possibility of goods returning free of charge to the Sender via any **GLS** ParcelShop upon a pre-printed parcel label.

GuaranteedHomeDeliveryService: Comfortable delivery exclusively to a chosen address in CR with guaranteed compensation in case of service failure resulting from **GLS** fault.

4. Parcels, parcel labels, packaging, addressing, sealing

4.1 Careful and adequate packaging of goods ensures that the dispatched parcel is capable of mechanical parcel handling, loading and efficient public-road transportation, enabling the goods to be delivered to the respective address without damage. **GLS** only assumes responsibility for properly packed consignments equipped with a proper parcel label.

4.2 In the **GLS** system, parcels are processed by means of industrial technology. Parcels which may not be processed by means of the usual technology used in parcel forwarding may not be accepted for dispatch.

4.3 **For packaging, the Client shall be obliged to meet the following requirements:**

- a) Only fully sealed, closed parcels with a parcel label are allowed to be dispatched.
- b) Parcels are not allowed have long, sharp protrusions.
- c) Box space must be utilised optimally; the appropriate size and quality of the packaging material, and filling out of the entire package to protect the goods from damage have to be assured. The inner filling of sufficient thickness has to protect the goods around the whole circumference. The goods is never allowed to be in direct touch with the shipping cardboard box.
- d) Breakable goods have to be packaged in Styrofoam or another padding material; the “fragile”, “this side up”, or any similar inscription only serves as information and does not guarantee protection of the goods.
- e) Electronic devices sent for repair should be dispatched in their original, complete packaging, with appropriate padding.
- f) Bottles and glasses placed in parcels have to be packed in the package certified for the parcel transport. Irregular-shaped goods difficult to package must be protected from damage with shrink-wrapping under which another layer of packaging material shall be used.
- g) Cardboard boxes have to be sealed on the sides with adhesive tape with the Sender's company logo, if possible.
- h) Boxes strapped together in a bundle are excluded from the transport. Bundles may fall apart and only the parcel unit identified with a label will arrive at the destination point.
- i) The parcel label, translucent self-adhesive packaging containing a consignment note, and labels denoting special services have to be attached to the largest side of the parcel.

- j) If several parcels are dispatched to the same address, labels indicating the use of special services must be attached to each of the parcels.
 - k) If the **CashService** is ordered, the full amount to be collected has to be sent electronically before the commencement of dispatch (no later than by 8:00 p.m. on the day of accepting the parcel) in a manner determined by **GLS**. If **CashService** is not ordered by the **Client** in the above specified way, or if it is not ordered in compliance with the concluded **Forwarding Contract**, these **General Terms and Conditions** or other **GLS** instructions, particularly if contrary to the **GLS Offer** it is ordered to a country where **GLS** Czech Republic does not provide this service, it will not be considered. Using a standard **GLS** label, this service information has to be listed on the parcel itself. The standard **GLS** label always has to indicate the amount to be collected which must correspond to the value of each part of the parcel. In the case of an incorrect or unclear order, **GLS** will try to contact the **Client** to clarify the data.
 - l) Hazardous goods is not allowed to be dispatched, even if marked as such.
- 4.4 **GLS** considers important to prevent damage and therefore it offers free advice to its clients through its web pages or **Customer Service** on how to proceed in packaging. A "Fragile" label or other similar signs in no way exempt the Sender from the obligation to package the goods appropriately according to their nature. Such label does not protect the goods!

5. Collection of parcels

- 5.1 The parcels are collected solely from the **Client's** premises registered in the **GLS** system. The Clients are allowed – based on a separate written agreement from **GLS** – also to dispatch their parcels provided with parcel and transport labels at the **GLS** parcel hub (sorting plant, regional depot or **GLS ParcelShop**) at pre-arranged times. In this case the parcels are placed on the conveyor line or another defined spot by the **Client**.
- 5.2 A request for another collection spot is submitted by the **Client** in writing to **GLS** for approval.
- 5.3 When picking up the parcels, the **GLS** driver does not check the adequacy of parcels, but he/she may refuse to accept those parcels that are clearly inadequate. The pickup of the consignment does not mean approval of any exception from the valid provisions of these **General Terms and Conditions**.
- 5.4 Parcels for dispatch are accepted either by the respective driver or a parcel depot employee against an Acknowledgement of Receipt which serves only to confirm the quantity of parcels accepted for transport. The itemised registration and weighing of parcels takes place, in accordance with the provisions of the contract, at a **GLS** Depot or at the central **GLS** parcel sorting plant.
- 5.5 The **Client** may use the following possibilities for the documentation of dispatched parcels:
 - a) Electronically generated list of the consignments from the **GLS** Parcel Dispatch System,
 - b) Copy of the shipment label,
 - c) Parcel number mini sticker (self-adhesive, 2 copies detachable from the shipment ticket),
- 5.6 **GLS** undertakes to settle accounts with the **Client** based on the number of dispatched parcels. In case of doubt, item-by-item reconciliations can occasionally be carried out based on the **Client's** parcel-number records. If agreed between the parties, **GLS** may also provide parcel data via the computer system.
- 5.7 If the **Client**, without a prior consent of **GLS**, significantly exceeds the agreed or usually dispatched quantity, weight or volume of dispatched parcels, **GLS** has the right to accept the above-limit parcels only after concluding an amendment to the **Forwarding Contract**.

6. Delivery

- 6.1 Upon delivery, the carefully packaged and legibly addressed parcel is handed over to the **Addressee** by the delivery driver. When the driver arrives at the destination to deliver the parcel, he may not be kept waiting; if he is kept waiting, the delivery process may be broken off.
- 6.2 Parcels are handed over upon signing of the receipt by the **Addressee**, or by other persons who, under the given circumstances, can be assumed to be entitled to receive the parcels. These include, primarily, the persons present in the premises of the **Addressee** and, for parcels sent to a private address, the persons present at the address. For registered parcels, only the **Addressee** or a person equipped with a letter of authorization are allowed to be handed the parcel over. By giving his/her signature the **Addressee** confirms that the parcel has been delivered properly and it meets all prescribed requirements.
- 6.3 In the case of delivery of a registered parcel in terms of "**AddresseeOnlyService**", the **Addressee** is the person designated by the Sender. This person has to provide documents to prove his/her identity. In this case, besides the recipient's signature, the number and type of the document presented by the recipient to prove their identity has also to be indicated.
- 6.4 In the case of the **CashService** (if such has been ordered), delivery shall only take place after the cash amount due has been paid and the **Addressee** shall

confirm the receipt of the consignment with their signature. The recipient shall not open the parcel before performing these actions. The recipient can pay the COD value with a payment card or in cash. In case of the COD payment with a payment card, the **Client** will be charged extra surcharge in accordance with the currently valid price list.

- 6.5 If required by the **Client**, a standard consignment can be delivered via a dispensing place. Takeover is authorized by the identity card or by a unique password sent by **GLS** to the **Addressee** via e-mail or SMS. In such a case the provision in 7.3 is not followed and there will be no other delivery attempt to the original address.
- 6.6 In the process of sending consignments, **GLS** will consider as valid only such instructions it receives from the **Client**.

7. Weight and size restrictions

- 7.1 Parcels may be dispatched in a weight of up to 40 kg per a parcel. The girth of the parcel (i.e. 2x height + 2x width + 1x length) shall not exceed 3 m, and the maximum permitted parcel sizes are: length 2 m, height 0.6 m, width 0.8 m. For **BusinessSmallParcels** the maximum parcel weight is 3 kg and the length is 40 cm. The parcel has to be capable of passing through a triangular template for small parcels (approx. 5 x 30 cm).
- 7.2 Each parcel is weighed by **GLS** automatically, in accordance with the provisions of the contract, when the parcel arrives at the regional collection depot or the central sorting centre, using electronic calibrated scales. The measured weight is joined with the parcel number and automatically registered. The measured weight data serves as the basic data for the automatic invoicing process.
- 7.3 Within the **GLS** system, parcels exceeding the weight of 40 kg or the specified size limits will not be forwarded. **GLS** shall be entitled to send any consignments which cannot be forwarded due to the above reasons by means of another carrier that undertakes the shipment of such consignments, and to charge any related costs to the **Client**. The **General Terms and Conditions** shall not apply to such consignments, and the declared delivery time shall not be valid in these cases.
- 7.4 Consignments delivered via a Dispensing Place can have the weight 15 kg max and dimensions: length 1 m, height 0.6 m, width 0.8 m.

8. Objects excluded from the scope of GLS services

- 8.1 The parcels or items listed below will not be transported by **GLS** (consignments or goods excluded from providing carriage):
 - a) goods packed inadequately and/or not in the standard forms of packaging customary in this industry, i.e. goods which are not packed and protected in a manner corresponding namely to their weight, shape, character, material they are made of and to their nature,
 - b) consignments which are clearly overweight or oversized; If **GLS** accepts such a consignment for the provision of the carriage, it stipulates the right to charge a surcharge for an oversized consignment,
 - c) bundled parcels, parcels dispatched in wooden crates, parcels obviously damaged,
 - d) perishable goods, infectious or malodorous goods,
 - e) human or animal remains,
 - f) living animals and plants,
 - g) consignments in sacks, bags, or loose-packaged consignments,
 - h) cash, precious metals, genuine pearls, precious stones, jewellery, works of art, antiques, stamps and other valuables
 - i) objects and documents convertible for cash, services or goods, e.g. payment cards, token money, tickets, lots, lottery tickets, securities, including shares, cheques, bills of exchange etc.
 - j) consignments containing personal identity documents and other IDs or documents, e.g. business documents, documents containing sensitive data etc. objects with sentimental value, unreplaceable objects as well as objects with low value whose loss or damage would however recall high harm,
 - k) temperature-controlled goods,
 - l) munitions, firearms, explosives and similar items, with the exception of consignments containing mechanical weapons for which the tightening force is less than 150 N, and therefore they do not fall under "category D" weapon under Act No. 119/2002 Coll., on firearms and ammunition, as amended),
 - m) parcels addressed to the **Addressee's** post-office box,
 - n) in the case of international consignments of goods subjected to consumption tax, for example alcoholic drinks and tobacco products,
 - o) movables listed in the ADR Convention (international transport of hazardous goods on public roads) or IATA Convention (air transport of hazardous goods) as hazardous goods. In case of any questions or concerns, please contact customer service to obtain the current text of these conventions,
 - p) vehicle tires with exception of motorbikes,
 - q) unpackaged rims and those with tires,
 - r) car batteries,

- s) pressure vessels,
 - t) liquid goods, in particular goods packed in buckets, cans, tins, glass containers, etc.,
 - u) goods the value of which exceeds CZK 125,000 or equivalent of EUR 5,000 for export parcels,
 - v) goods or parcels the shipment of which is prohibited under any applicable law (e.g. due to their content, intended recipient, or the country to or from which they are to be sent). Applicable laws include all laws, sub-statutory legal norms (such as ordinances, regulations or measures) which can be used to impose a sanction, any trade restrictions and economic sanctions against countries, persons or entities (e.g. embargoes) including measures established by the United Nations, the European Union and the Member States of the European Union.
- 8.2 If the **Client**, or a person authorized by them, passes a parcel containing goods excluded from providing carriage to **GLS** for transport without an expressed written consent by **GLS**, the **Forwarding Contract** is not concluded, and **GLS** bears no liability for any damage caused in relation to handing over and delivery of the parcel which is excluded from providing carriage. In such a case, the **Client** is obliged to pay to **GLS** all costs connected and all damage caused to **GLS**.
- 8.3 **GLS** is not obliged to accept parcels which are excluded from providing carriage and has the right (not obligation) to refuse these parcels. By accepting a parcel to carriage, **GLS** does not waive the right to refuse providing carriage if it later obtains reasonable suspicion that the parcel contains objects excluded from providing carriage under these **General Terms and Conditions**, or under legal regulations or terms and conditions of **GLS** contractual partners. In such a case, **GLS** shall be entitled, at the **Client**'s costs if there are any, either to deliver the Parcel to the **Addressee**, or return it to the **Client**, or handle the Parcel in a different manner, including its disposal in the last resort case, based on concrete circumstances and suitability so that the occurrence of potential damage or risk is prevented, if possible. The **Client** will be informed about handling the parcel.
- 8.4 In the case of parcels with foreign destination, personal belongings, goods subjected to consumption tax, as well as goods accompanied by an ATA Carnet document are also refused from shipment.

9. Services

- 9.1 **GLS** provides services as a carrier agent, and for fulfilling freight-forwarding tasks it uses services of individual carriers whose activities it monitors throughout the entire process and the quality of which it guarantees. Activities performed by the above-mentioned carriers appear in the invoice as mediated services which, due to the nature of such services, are not stated independently.
- 9.2 **GLS** accepts for carriage parcels which are sealed and intact, without checking their content, and has them forwarded to **Addressees** as such, i.e. sealed and without their content being checked.
- 9.3 In the event of any visible damage to the parcel or the packaging, **GLS** allows the **Addressee** to check the content of the parcel upon delivery, and the result of such a check is recorded by the delivering driver in a report assembled together with the **Addressee**. A record on damage is not any exercise of the claim for damage.
- 9.4 Scope, characteristics and conditions of the service:
- 9.4.1 Services compose of: acceptance of parcels handed over at a **GLS** Depot, in a parcel sorting plant or at the site designated by the **Client**, collection and carriage of parcels to the **Addressee**, solely carriage paid to. **GLS** primarily executes the instructions of the **Client**, and undertakes to forward the parcel, costs of which are borne by the **Client**.
- 9.4.2 Parcels are released against a signature of the **Addressee** or of any other person who, depending on circumstances, could be considered as authorized to receive the parcel. These include, primarily, the persons present in the premises of the **Addressee** and, in the case of registered parcels, only the **Addressee** or those in possession of the appropriate letter of authorisation. In the case of delivery via a Dispensing Place, delivery is concluded after presenting of the identity card or by entering the specified password.
- 9.4.3 Parcels passed to **GLS** at the pick-up place by 5 p.m. will be delivered within the Czech Republic on the next working day ("24-hour" does not refer to the precise transit time, but only means the next working day). The **Client** may also send **ExpressParcels** (morning deliveries) to locations specified in the list provided by **GLS** (deliveries performed by 12 a.m. the next working day), under the terms of the contract. In the case of export consignments, the transit time is between 1 and 5 working days (indicative data only), which may be extended by the time required for customs clearance.
- 9.4.4 If the first delivery attempt is unsuccessful, the second delivery attempt is included in the service. If the first delivery attempt fails due to an incorrect address or other circumstances which can be corrected by the **Client**, **GLS** will call upon the **Client** to make the correction. If the second (third with the

FlexDeliveryService) attempt is also unsuccessful, the parcel will be returned to the Sender. Any undeliverable parcels are stored by **GLS** for up to 5 working days (or for up to 10 working days if the **Addressee** has indicated being on holiday), after which the parcels are returned to the Sender, without any other notification. If the **Addressee** refuses to accept the parcel, or if the **Client** requires transport to be cancelled, the second delivery attempt is not performed, and the parcel is automatically returned to the Sender.

- 9.4.5 Information on delivery (IOD) of dispatched parcels will be provided by **GLS** to the **Client** from the morning of the working day following pick-up, either by phone or through the web-based Track&Trace system on the official **GLS** website. The **Client** may request a written proof of delivery (POD) which is free of charge for up to 5 % of the average daily number of parcels consigned by the **Client**. **GLS** is entitled to charge a reasonable document-completion fee if this is justified by the excessive demands for delivery-related certificates. The countersigned consignment note ("Rollkarte POD") or the acknowledged and signed electronic or scanned receipt replacing it shall qualify as appropriate proof of delivery.
- 9.4.6 **CashService**, that is the collection of cash on delivery, is provided in the event of the **Client**'s timely completed order sent via an electronic channel and confirmed by **GLS**, or based on an order recorded in accordance with the provisions and by the specified deadline in the **GLS** Consignment Dispatch System, and only to the countries in which **GLS** Czech Republic offers this service. Then **GLS** is fully responsible for the collection of cash on delivery (upon the proof of delivery or cash receipt). Subsequently, Cash-Service cannot be added, be cancelled or the COD amount cannot be changed. Any failure to collect the COD amount, however, shall not result in the creation of a debt on the part of **GLS** towards the **Client**, and the **Addressee** shall continue to be liable for payment of this amount within the framework of the original legal relationship, and the usual insurance conditions shall not cover any uncollected COD amounts. In the case of any uncollected COD amounts, the liability of **GLS** shall extend to the limit of the collection service fee. In addition to this, **GLS** shall be obliged to cooperate in the subsequent collection. If collection of the COD amount fails due to reasons demonstrably attributable to the wilful misconduct or negligent business conduct of **GLS**, a damage claim in this respect may be raised in accordance with the Civil Code. The amount to be collected per one parcel may not exceed CZK 60,000 (sixty thousand CZK).
- 9.4.7 When ordering the **CashService**, the **Client** acknowledges that **GLS** is an entity responsible only for collecting the amount and that **GLS** is not authorised to act on behalf of the **Client** or to conclude any contract with the registered consignment **Addressee** on behalf of the **Client**. In addition, **GLS** points out that it is not the liable entity under Section 2 of Act No. 253/2008 Coll., on selected measures against legitimisation of proceeds of crime and financing of terrorism; which does not mean that the **Client** is not this liable entity. The **Client** is obliged to follow all the obligations stipulated by Act No. 253/2008 Coll.

10. Parcel forwarding fee, reimbursement of costs

- 10.1 **GLS** and the **Client** have, under the Parcel **Forwarding Contract** and any amendments thereto, agreed upon the prices. (The contract is also to be deemed concluded if the Offer has been accepted either verbally or in writing, or if consuming of the service has commenced.) The prices are based on a volume weight assumption of 1m³ = min. 300 kg.
- 10.2 The payment of returned goods, redirected parcels and goods of unusual sizes from the **Client** is settled in accordance with the currently valid price list.
- 10.3 In cases of parcels forwarded to non-EU countries, **GLS** only undertakes to provide export parcel forwarding with DDU or DDP rules.
- 10.4 Special customs clearance orders are performed by **GLS** exclusively on the basis of a prior agreement!
- 10.5 In case of export parcels, the **Client** is obliged to conclude duly an agreement upon bearing of costs with the **Addressee**, and the **Client** is obliged to submit the related order to **GLS** only in compliance with such an agreement.
- 10.6 For shipment of export parcels, the **Client** undertakes to acquaint themselves with applicable legislation of the destination country and is responsible for accuracy of the specified delivery rule. If, based on the given delivery rule, the foreign **Addressee** is obliged to pay customs fees, taxes, costs and expenses, and the **Addressee** fails to meet these requirements, the **GLS**'s obligation to deliver the parcel directly to the **Addressee** ceases and the shipment is considered to be performed upon its delivery to the customs warehouse or a similar place according to the target destination. If there are any costs incurred to **GLS**, caused by the **Addressee** or due to breach of the **Client**'s obligations specified in this paragraph, the **Client** is obliged to pay all such costs incurred to **GLS**, even if the parcel has not been delivered directly to the **Addressee**.
- 10.7 The **Client** acknowledges that even if the parcel is exempted from taxes and customs duty, this does not mean that there may not arise customs clearance fees or other costs and expenses in relation to customs proceedings or other

- similar proceedings. The **Client** shall be obliged to pay all expenses to **GLS** which **GLS** as a forwarder had to pay for the foreign **Addressee** or the **Client**.
- 10.8 In case the COD amount is paid via credit card, the **Client** undertakes to pay the additional fees for the executed cashless payment under the current price Offer, and this amount will be invoiced to the **Client** together with the other services.
- 10.9 **GLS** has the right to react to the current price development of fuels and to charge fuel surcharge. The price shall also include so-called toll surcharge the amount of which is set upon the current toll rates in the given calendar year. The amount of surcharges and the method of their calculation are part of the current Offer as of the day of its processing and they are available on **GLS** official website. However, the fuel surcharge and toll surcharge amounts are updated every month according to the price development. In the event of any discrepancy between the data provided in the Offer and on **GLS** website, the information provided on the website shall prevail, unless the parties agree otherwise.
- 10.10 **GLS** has the right to modify the Offer unilaterally in the case of **Client's** long-term deviation from the parcel parameters which gave the platform for the Offer calculation, or if it is justified by significant changes in the operating, overhead and other costs on the side of **GLS**. If the Offer is modified, **GLS** is obliged to notify the **Client** of such modification at least ten calendar days prior to the entry of such modification into force via e-mail to the address provided by the **Client**. If the **Client** does not notify **GLS** in writing or via e-mail of their disagreement at latest one working day before the effective date of the proposed changes, or if the **Client** orders parcel shipment after the effective date of the proposed changes, it is considered as the **Client's** agreement with the proposed modifications or amendments.
- 10.11 If the **Client** expresses their disagreement with the modification of the Offer, they are entitled to withdraw from the **Forwarding Contract**. If the **Client** fails to do so, they are bound by the new Offer beginning on the first day of its effect.

11. Rights and obligations of the Parties

- 11.1 The **Client** is obliged to package each parcel in compliance with industrial standards pertaining to parcel handling, to provide parcels with adequately completed standard **GLS** parcel labels and respective documents. The address of the parcel – especially the **Addressee's** details – have to be complete.
- 11.2 The **Client** is obliged to pass all the shipping data to **GLS** before the commencement of dispatch in an electronic manner and in an approved format. In case of any missing data, **GLS** has the right to suspend dispatch even without the prior notice and to return the consignment to the **Client** or the Sender.
- 11.3 **GLS** is not liable for any errors in filling-in labels or errors in the transmitted data.
- 11.4 **GLS** is not obliged to warn about any incompleteness or incorrectness of documents or data.
- 11.5 The **Client** is not entitled to conclude on its own behalf the **Parcel Forwarding Contract** with **GLS** to the account or in favour of third parties without a written consent by **GLS**. Such a written consent shall contain especially the **Client's** duty to inform third persons duly on the carriage terms and conditions and to adjust the related **Client's** responsibility. In case this obligation is broken by the **Client**, **GLS** is entitled to suspend the process of parcel delivery and to withdraw from all contracts concluded with the **Client** effective immediately.
- 11.6 The **Client** is further liable to **GLS** and to every carrier authorised by **GLS** and their customers for all damage and injuries caused by the **Client** failing to meet some of its obligations hereunder, in particular for damage caused by the consignment or its content.
- 11.7 The **Client** is obliged to pay the service charge by the defined deadline, by bank transfer to the bank account of **GLS**.
- 11.8 If the **Client** consigns goods excluded from **GLS** services, see Article 9, or fails to meet its obligations set above, **GLS** may temporarily refuse to provide the services.
- 11.9 The **Client** is liable for any misuse of the parcel label in the full scope. The **Client** is obliged to:
- furnish each parcel with one valid parcel label; all old labels have to be removed;
 - use solely the allocated numerical series of the parcel labels and once these are used up, to apply for issuing of a new numerical series;
 - refrain from using any numerical series other than the allocated one. It may not use the same numerical series repeatedly.
 - make sure that two different parcels are not equipped with an identical parcel number;
- 11.10 The **Client** may not pass the parcel label to other persons. In case this happens, they shall be liable for the parcel label as if it has used it for the carriage of its own parcels.
- 11.11 If the **Client** breaches the above stipulated obligations, **GLS** is entitled to block the numerical series allocated to the **Client** for printing of the parcel labels and to charge a fee (contractual fine) CZK 500 for each individual breach.
- 11.12 **GLS** reserves the right to refuse, suspend, cancel, postpone or return any parcel at any time if such a parcel could damage or delay other parcels in the opinion of **GLS**. The same holds also in the case parcel carriage is not in compliance with legal regulations or any other provision of these **General Terms and Conditions**, or in case the **Client** has a receivable overdue towards **GLS**. The fact that **GLS** takes over a parcel does not mean that such a parcel complies with valid legal regulations or with these **General Terms and Conditions**.

12. Right of disposal

- 12.1 The **Client** may, in the absence of the **Addressee**, authorise **GLS** to deliver the parcel to a neighbour or another appropriate person, or to the mailbox or to the dispensing place. In the case of such – written or verbal – authorisations, the certificate of receipt (IOD, POD) will be prepared in a modified format.

13. Invoicing, payment

- 13.1 **GLS** performs the service exclusively on the basis of the payment of the price for forwarding services by the **Client**; it does not forward parcels where the price for transport is to be paid by the **Addressee**. **GLS** acquires the right to be paid the price at the moment of handing over the parcel so that the carriage is provided.
- 13.2 The invoice for the service is always prepared in arrears, in one or two invoicing cycles per month, as agreed.
- 13.3 **GLS** invoices the performance by a service type, in a single amount, on the platform of the parcel registration in the first (initial) **GLS** hub.
- 13.4 The invoice payment is due within 7 calendar days from the date of the invoice issue. Invoices are always settled by bank transfer. The **Client** is obliged to settle the invoice by bank transfer by the specified deadline. In the event of delay with the payment of an invoice, the **Client** is obliged to pay interest on late payment 0.05 % daily of the owed amount and expenses incurred in relation to the collection of the overdue receivables to **GLS**.
- 13.5 The **Client** acknowledges that **GLS** has the right of lien with respect to the parcel under Section 2481, Civil Code, and in case of failure to pay the price for forwarding services, **GLS** is entitled to satisfaction of its receivable from the proceeds of the lien converted into cash pursuant to the provision of Section 1359 et. seq. of the Civil Code; the pledge can be sold via self-help sale. Self-help sale is performed via an notification by **GLS** to the **Client** on the commencement of exercising the right of lien, and after 20 days from the notification, **GLS** has the right to sell the parcel.
- 13.6 **GLS** is further entitled to charge to the **Client** a difference between any discounted price and the price according to the basic price list of **GLS** also retrospectively for the issued and due invoices. In the event of delay, the **Client** is obliged to hand over to **GLS** all the allocated parcel labels and **GLS** is entitled to block up the numerical series allocated to the **Client** for printing the parcel labels and it is also entitled at any time without any previous notice to suspend providing of service forwarding. **GLS** is further entitled unilaterally to offset its due receivables owed by the **Client** the payment of which is delayed by the **Client**, all Cash Service amounts collected upon delivering of parcels from the **Addressees**, which it is normally obliged to pay to the **Client**. **GLS** is obliged to notify the **Client** on the performance of the offset.
- 13.7 All invoicing of the forwarder shall be carried out electronically. In the event the **Client** requires invoices in paper form, the forwarder may charge a fee for issuing and delivery of the invoice in paper form.
- 13.8 If **GLS** (to the detriment of the **Client**) invoiced its claim for paying the price for a service to the **Client** incorrectly, the **Client** is entitled to notify **GLS** of this fact in writing, specifying the particular incorrectness, within 30 days of invoice delivery (complaint against the invoice). If the **Client** fails to do so, it is assumed that the invoice is error-free and **GLS** is entitled to the payment for the service charged in the invoice. If the invoice is incorrect, **GLS** shall invoice correctly the price for a shipment service within thirty days from delivery of the incorrect invoice notification to the **Client**.

14. Parcel dispatch system

- 14.1 The data transmission between the **Client** and **GLS**, services ordering and printing of particular parcel labels are performed solely with applications provided by **GLS** if there is not any exception agreed in compliance with Article 14.5 of these Conditions. The applications are: **GLS** Connect, **GLS** Connect Online, **GLS** Online API and MyGLS.
- 14.2 The flawless operation of applications requires a reliable connection to the Internet on the side of the **Client**.
- 14.3 Information on applications is available on the **GLS** website and in the documentation of the given application. The support is provided by the **GLS** customer service.
- 14.4 **GLS** is not reliable for any damage from misuse or incorrect setup of an application, incorrect printer setup, or damages caused by unprofessional intervention into configuration and source files of the application.

- 14.5 If the **Client** or the Sender is not able to use standard **GLS** systems for parcel dispatch, an exception may be awarded and usage of an Own software solution may be allowed based on signing the amendment to the **Forwarding Contract** in the form of the Agreement on using own system for printing labels.
- 14.6 In case the **Client** does not draw the Agreement on using own software, they do not have the right to exercise complaints about any disaccord which emerged by incorrect data transmission or a wrong format of the parcel label.

15. Warranty

- 15.1 Guarantee of the transport time for national and international parcels shall not apply. These are usual transport times. Within the territory of application of the CMR the warranty regulated in the CMR shall be applied.

16. Damage incidents

- 16.1 **GLS** provides compensation coverage (in line with the arranged parcel insurance) for the **Client** in each parcel, in the event of provable damages attributable to **GLS**, i.e. damages resulting from negligent or unprofessional handling, including partial or total loss or destruction of the parcel. Damage is calculated in accordance with legal regulations, and its maximum height is only limited to a damage of the parcel, i.e. to the costs of its repair or repeated purchase of the damaged item, that is only to real direct damage (real damage is the value by which the value of the parcel is reduced as a consequence of the accident) and it shall not extend upon any subsequent damage (inter alia not to lost earning, income, profit, future business, sanction for delay, contractual penalties, fines, etc). i.e. indirect damage and lost profit are not compensated. Liability for damage caused by Force Majeure is excluded.
- 16.2 Apparent breaking or damage of the packaging may be contested no later than upon the parcel delivery. A record on damage in a **GLS** form shall be made immediately regarding the scope of damage or partial loss of the content of the parcel.
- 16.3 In case of damage which is not apparent upon delivery, justified grounds for legitimate claims for compensation are established in the event that the written claim for compensation is submitted by **Client** to **GLS** within 3 working days from delivery, or returned delivery, and if the damage is demonstrably due to reasons attributable to the service provider. In case of intact packaging of the parcel, **GLS** shall not be liable for mechanic, electric or electronic damage of the content even if the internal packaging of the parcel was sufficient. The **Addressee**, or the **Client**, is obliged to provide **GLS** with a sufficient opportunity to check the damaged parcel either personally or through an authorized person. The **Addressee**, or the **Client**, may not handle this parcel until this time and it is also obliged to keep a packaging of the parcel intact. Provided the **Client** fails to submit its claim within the above stipulated time period, if it does not provide the parcel to **GLS** for inspection, or if it handles the parcel without authorisation, its claim to damages becomes invalid.
- 16.4 In other cases not listed in 16.2 and 16.3, grounds for compensation claim are established only in the event such a claim is submitted by the **Client** to **GLS** in writing within 60 calendar days from the day the parcel was passed over for transport provision.
- 16.5 The amount for shipping also contains basic insurance. The insurance amount covers the costs of repair or compensation to which a service fee may also be added, however, not exceeding CZK 20,000 (twenty thousand CZK). However, if the **Client** hands over a parcel for shipment in accordance with provision 8.1(u) of the **General Terms and Conditions**, the value of which exceeds CZK 20,000, the **Client** is obliged to inform **GLS** on this fact in writing (via e-mail) and communicate the actual value of the parcel; in addition, it is obliged to ensure additional insurance for the parcel. If the **Client** fails to do so, the parcel is considered as a parcel containing things (goods) excluded from shipment in accordance with the provisions of Article 8 of these **General Terms and Conditions**.
- 16.6 The extent of **GLS** liability for damage is limited, in the case of loss, destruction or damage of the parcel while providing carriage or of a parcel taken over by the Forwarder for transportation or to deeds related to transportation or in any other case with the amount calculated under legal regulations, maximum but equal to the direct damage up to maximum CZK 20,000 per one loss occurrence or more cases of loss occurrence, however showing the same damage cause. In the case of additional insurance of the consignment, the maximum value of damage increases according to the amount of the additional insurance.
- 16.7 The **Client** may take out insurance of the parcel for a higher value; the insurance can, however, be taken only after paying an extra charge. Such insurance is only concluded after payment of a surcharge and after **GLS** approval confirming the extension of coverage. Mere stating the data of the parcel value (price) is not considered as an order to take out insurance policy.
- 16.8 If **GLS** delivers a parcel with a delay, fails to collect money for Cash Service, fails to send back a confirmed consignment note, but it may prove the delivery of the parcel in its own system (IOD, POD) in a credible manner, this shall

not be considered a loss occurrence. In such cases the claim of the **Client** can only be enforced solely against the **Addressee**, and **GLS** shall only bear liability up to the limit of the service fee.

- 16.9 If there was a damage due to recapture or suspension of the parcel or other measures taken abroad under or based on a provision valid abroad, the damage compensation shall not belong to the **Client**.
- 16.10 Without the consent of **GLS**, the **Client** has no right to assign its insurance claims to any third party.
- 16.11 **GLS** shall not provide any insurance coverage for valuables which are already covered by other insurance policies. The **Client** is entitled to take out a supplementary insurance policy.
- 16.12 If **GLS** acknowledges any claim for the payment of damage compensation, it ensures that damages are paid within ten working days from the end of the claim procedure.
- 16.13 The procedures to be followed to handle insurance events are regulated by **GLS** in the Complaints Regulations, which are published on **GLS** website.

17. Limitation clause

- 17.1 Any legal claims against **GLS** are subject to the statute of limitations after expiration of a one-year limit. The statute of limitation starts running on the day the entitled party learned or could have learned of its claim, however, no later than on the day of delivery.

18. Written form

- 18.1 In some cases, **GLS** reserves the right, in respect of certain issues, to conclude an agreement with terms different from these General Business Condition. Extension and supplementary agreements, as well as any other agreements, shall only be valid if concluded in writing.

19. Severability / Jurisdiction

- 19.1 If any of the provisions of these **General Terms and Conditions** is or becomes invalid, this shall not affect the validity of the other provisions thereof. Such invalid provision shall be replaced with a provision that fulfils the business purposes of the original provision as closely as possible.
- 19.2 Any controversies, disputes, or claims arising from the contractual relation of **GLS** to the **Client** shall be first settled amicably. Provided settling these disputes amicably is not possible, the contracting parties have agreed that in accordance with Section 89a of Act No. 99/1963 Coll., Code of Civil Procedure, as amended, the court of local jurisdiction in case of disputes arising under concluded contracts or the present **General Terms and Conditions** shall be the court competent according to the registered office of **GLS**.
- 19.3 In case of doubts, the issue of the **General Terms and Conditions** in the Czech language shall prevail.
- 19.4 **GLS** reserves the right to amend the present **General Terms and Conditions**, or Offers, at any time, also without giving the **Client** previous notice. If **GLS** makes such a change of the **General Terms and Conditions**, it releases the new version of the **General Terms and Conditions** on **GLS** websites. The change of the **General Terms and Conditions** will, then, be announced also via an information text in the invoice, or any via e-mail by **GLS**. The **Client** has the right to reject and is entitled to withdraw from the **Forwarding Contract**. If they fail to do so, they are bound by the new **General Terms and Conditions**.
- 19.5 In case there is an interpretative discrepancy between the General Business Condition and other applicable documents amending the contractual relationship between **GLS** and the **Client**, the interpretation is ordered as follows: the **Forwarding Contract** including amendments, the **General Terms and Conditions**, other applicable documents.
- 19.6 **GLS** may limit or suspend the parcel forwarding service and not meet the conditions under the terms of these **General Terms and Conditions** if this is required due to an event of force majeure or a regulatory measure. **GLS** may, due to traffic limitations or bad meteorological conditions, either suspend the service in certain areas or depart from the generally applied delivery rules. In such a case, **GLS** shall inform the **Client** about all these service limitations or suspensions. In these cases, the **Client** shall not be entitled to raise any claims for damages under paragraph 16.

20. Data protection, obligation of confidentiality

- 20.1 The **Client** understands that under the terms of Act No. 110/2019 Coll. on personal data processing, as amended (hereinafter referred to as "Act on Processing of Personal Data"), and under 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 (GDPR) **GLS** processes, collects and maintains personal data of the **Client** stated in contractual documents, or obtained from other relations connected with

- the mutual collaboration of the **Client** and **GLS**, as well as other personal data necessary for the providing of forwarding services. Such personal data shall be processed and maintained by **GLS** in the **GLS** customer database for the purpose of fulfilling the obligation implied by the **Forwarding Contract**, further for the purpose of the legitimate interests pursued by the Controller, and further for the information, administrative and registration purposes related to maintaining of legal obligations of **GLS**. When providing forwarding services, **GLS** is the Controller of personal data.
- 20.2 **GLS** processes personal data exclusively for the purpose of providing forwarding and shipping or additional services (services with value added) based on the agreed Forwarding Contracts in the scope in which they were provided to **GLS** based on the forwarding contracts, in particular within the following scope.
- 20.2.1 the name, surname, address for the purpose of parcel delivery or returning,
- 20.2.2 the telephone number for the purpose of notification and providing information on the delivery status,
- 20.2.3 the e-mail address for the purpose of notification and providing information on the delivery status, confirmation of contract conclusion and for marketing purpose when direct marketing with goods and services offers of the **GLS** or newsletter may be sent to the provided e-mail, while the **Client** has an option to reject this service in every business message sent,
- 20.2.4 the account number for the purpose of COD choosing and sending,
- 20.2.5 the IP address solely for the purpose of claims proceedings when a client disagrees with a service order or for checking of unauthorized accesses,
- 20.2.6 Cookies for the purpose of website transparency improvement, for signing in/out for a web service, website attendance assessment,
- 20.2.7 the identification number of the **Client** for the purpose of invoicing for the performed services and unambiguous identification of the company of the **Client**.
- 20.3 Personal data processing is lawful when a contract is concluded between **GLS** and a person providing this personal data, and thus personal data processing is necessary to fulfil the contract, or further the necessity is based on the purposes of legitimate interests pursued by **GLS** or a third party (the **Client**, the **Addressee**), e.g. on the purposes of litigations, complaints handling and marketing, and the necessity is further given by the compliance with legal obligations (e.g. tax and customs laws).
- 20.4 The **Client** is allowed to pass exclusively the personal data which he/she controls as a Controller of the personal data. Providing personal data by the **Client** is voluntary; nevertheless, if the personal data is not provided, **GLS** is not able to provide forwarding and shipping services.
- 20.5 The **Client** undertakes to procure a legitimate purpose (e.g. the consent) for processing personal data as defined in Article 6 Par. 1 GDPR in all persons participating in the business relation between **GLS** and the **Client**, esp. in the Sender and **Addressee**, so that **GLS** could duly comply with the obligations arising from the **Forwarding Contract** and from other applicable national and international legislation and from international penalty clauses (embargo), and the **Client** further undertakes that if they transfer personal data of Recipients or any other participants to **GLS**, it will only be the data which is acquired and processed in compliance with GDPR; it is accurate, is in accordance with the given purpose and is limited to what is necessary in relation to the purposes for which it is processed so that **GLS** could employ it to provide required forwarding and shipping services in compliance with GDPR. In case of any infringement of duties listed in this paragraph, the **Client** is liable for any damage caused to **GLS** and commits themselves to compensate all the damage caused to **GLS**.
- 20.6 **GLS** and the **Client** undertake to meet their information obligations under the national legal regulations and especially under Article 12 and following of GDPR against all data subjects, which means that general information obligation as well as any prospective partial replies to requests or complaints by data subjects are provided by **GLS** as related to their provided services, or by the **Client** as related to their provided services. **GLS** as well as the **Client** are mutually obliged to provide all the possible collaboration when processing replies to requests and complains of data subjects.
- 20.7 **GLS** has the right to maintain the personal data for the time which **GLS** may need it for exercising any rights against third parties, or for the time which a third party, esp. the **Client** or the **Addressee** may need to exercise their rights against **GLS**, or for the time which is declared normatively by the law (e.g. tax and customs legal regulations).
The principles of maintenance and processing of personal data as well as the rights and duties related, incl. the rights of data subjects and safeguards of security of personal data, are included in the document on data protection which is available on the website www.gls-czech.com.
- 20.8 **GLS** undertakes to inform the **Client** electronically on
- a) the process of parcel delivery in the form of a detailed parcel information description. The **Client** announces that **GLS CZ** passes in this context personal data, esp. name, surname, delivery location, telephone number, the parcel **Addressee's** e-mail address, and they ask **GLS** for supplementing this personal data with the information on the parcel (e.g. parcel number, date and time of parcel takeover and delivery, takeover person, weight, overview of activated services, price etc.) electronically for the purpose of checking the delivery process and checking that contractual duties are fulfilled (so called reports).
- b) collected COD amounts in the form of a detailed description. The **Client** announces that **GLS CZ** passes in this context personal data, esp. name, surname, delivery location, telephone number, the parcel **Addressee's** e-mail address, and they ask **GLS** for supplementing this personal data with the information on the COD amount (e.g. amount, date of COD collecting and parcel delivery, takeover person, weight, overview of activated services, price etc.) electronically for the purpose of checking the delivery process, including checking the COD amount collected, and checking that contractual duties are fulfilled
- c) the detailed description of provided services in the form of an electronic invoice appendix. The **Client** announces that **GLS** passes in this context the parcel **Addressee's** personal data, esp. name, surname, delivery location, and they ask **GLS** for supplementing this personal data with the information on the parcel (e.g. parcel number, date and time of parcel takeover and delivery, takeover person, weight, overview of activated services, price etc.) electronically for the purpose of checking the delivery process and checking that contractual duties are fulfilled.
- The **Client** declares that they have legitimate purpose to process personal data in the way defined in this paragraph, including the instructions towards **GLS**, and that this way of personal data processing complies with the respective legislative (e.g. GDPR).
- 20.9 The **Client** is responsible for the consequences and damages resulting from any misuse of access permissions and passwords to **GLS** systems and interfaces. **GLS** establishes these accesses for persons authorised under the Contract, or for those authorized by the **Client**. The **Client** is obliged to take the necessary measures against their abuse.
- 20.10 **GLS** familiarise themselves with the contents of the forwarded parcels to the extent necessary, and only if necessary for performing the service.
- 20.11 **GLS**:
- a) may not open any packaged and sealed parcels – unless stated otherwise by the law, the Contract or the present **General Terms and Conditions**;
- b) may examine only non-sealed parcels to the extent necessary for the purpose of ascertaining the data necessary for dispatch, sorting, forwarding and delivery;
- c) may not disclose any data obtained during the performance of the service to third parties – except for the **Client**, the Sender, the **Addressee** (or other authorized recipients), the Processor and the authorised state authorities;
- d) may not hand over the consignment – for the purpose of examining its content – to persons other than the **Client**, the Sender, the **Addressee** (or other authorised recipients), the Processor and the authorized state authorities;
- e) may not provide any information about provided services to persons other than the **Client**, the Sender, the **Addressee** (or other authorized recipients) and the authorized state authorities.
- 20.12 **GLS** may open and seal a parcel if
- a) the wrapping/packaging of the parcel is damaged to such extent that opening of the parcel is justified by the need to protect its content, and the content of the consignment cannot be protected without opening the parcel;
- b) this is necessary for elimination of a hazard caused by the content of the parcel;
- c) the parcel cannot be delivered or returned;
- d) execution of the right of lien under Article 13,5 of the **General Terms and Conditions** is initiated under the terms of which **GLS** asserts its right to sell the parcel.
- 20.13 The parcel may be sold by **GLS** in order to recover the unpaid remuneration for the service of a carriage agent.
- 20.14 **GLS** regulates the process of parcel opening, and records individual actions taken in a report. The fact that the parcel has been opened has to be indicated on the consignment, and, if possible, the Sender has to be notified accordingly, and has also to be given reasons for this act.
- 20.15 **GLS** is entitled to sell or if it is not possible, to destroy the consignment which is not possible to be delivered or returned after 6 months from its takeover. If it is necessary for reasons of health, environment or property protection, **GLS** is entitled to destroy the parcel even before the expiration of this period. **GLS** has the right to destroy the parcel in which the right of lien has not been executed successfully under Article 13,5 of the **General Terms and Conditions**, i.e. if **GLS** failed to sell the parcel or if there has not been anybody interested in buying the parcel within 3 years from the parcel was taken over for shipping.
- These **General Terms and Conditions** are an amended version of the **General Terms and Conditions** issued on April 1st 2005, and are valid with effect from November 1st 2020. Invalidity (nullity) or unenforceability of any provision of the General Business Condition does not affect the other provisions of the **General Terms and Conditions**.
- These **General Terms and Conditions** and the standard price list are published by **GLS** on the www.gls-czech.com website.
- Further information regarding the use of services – i.e. a detailed description of the services, printed materials, forms, guidelines – are provided by **GLS** to its **Client** in a printed or electronic form, similar as the „User Manual”, and are also available via the **GLS** website.