

TERMS AND CONDITIONS OF POSTAL SERVICES

NOVA GLOBAL CZ s.r.o.

(Dated 31.05.2023)

("Terms")

1. GENERAL PROVISIONS

- 1.1 These Terms govern the provision of postal services of NOVA GLOBAL CZ s.r.o., with its registered office at Na Poříčí 1047/26, Nové Město, 110 00 Praha 1, ID: 18006779, Tax ID: CZ 18006779, registered in the Commercial Register maintained by the Municipal Court in Prague under File No. C 379993 ("**Company**"), to Customers (as defined below).
- 1.2 Capitalized terms used in these Terms have their meaning specified further in this Article 1.2:
 - 1.2.1 **Additional Services** – additional services specified in Article 7 herein, which are services with additional payment according to the Pricelist;
 - 1.2.2 **Address** – a reference to the place of delivery of (i) a postal item or (ii) a sum of money, specified by the Sender in a postal remittance, or a reference to the place of their return to the Sender;
 - 1.2.3 **Address Label** – a label with the Address of the Recipient generated by the Sender when ordering a Parcel Delivery;
 - 1.2.4 **Business Customer** – a customer of the Operator that uses the Services within the framework of its business activities;
 - 1.2.5 **Business Days** – ordinary days from Monday to Friday, except public holidays in the Czech Republic;
 - 1.2.6 **Branch** – the facility of the Operator where it is possible to send and receive Parcels. For the purpose of sending and receiving Parcels, Branches are also locations operated through third parties other than the Operator, which are not operated by the Operator;
 - 1.2.7 **Cargo** - an item with an actual or volumetric weight of more than 30 kg that is handed over by the Sender to the Operator for delivery to the Recipient, all in accordance with these Terms and the meaning of the Postal Service Act;
 - 1.2.8 **Consumer** – a natural person who performs a transaction with the Operator that is not directly related to its business or professional activities;

TERMS AND CONDITIONS

- 1.2.9 **Customer** – a Business Customer or a Consumer;
- 1.2.10 **Operator** – the Company; if the context so provides, Operator also means an authorized person acting on behalf of the Operator;
- 1.2.11 **Operator's Mobile Application** – means the software for quick access to the information on transportation of Parcels running on smartphones with Android and iOS operating systems. The Mobile Application allows the Customer to create Address Labels in a convenient form, find the nearest Branch, calculate the cost of the Services, track the location of a Parcel, use Parcel Lockers or call the courier at a convenient time, as well as other functions currently offered by the Mobile Application. Use of the Mobile Application is subject to the Operator's application terms of use available at <https://apps.apple.com/ua/app/nova-post/id1644647080?l=uk>; <https://play.google.com/store/apps/details?id=eu.novapost>
- 1.2.12 **Parcel** – an item that is handed over by the Sender to the Operator for delivery to the Recipient, all in accordance with these Terms and the meaning of the Postal Service Act;
- 1.2.13 **Parcel Delivery** – a service of delivery of Parcels within the territory of the Czech Republic or internationally;
- 1.2.14 **Parcel Locker** – a machine which allows sending and picking up Parcels using the access data provided by the Operator or its partner;
- 1.2.15 **Parcel Shipment Form** – the form provided by the Operator when a Customer orders a Postal Service;
- 1.2.16 **Postal Service Act** – Act No. 29/2000 Coll., on Postal Services and on Amendments to Certain Acts (the Postal Services Act), as amended;
- 1.2.17 **Postal Service Agreement** – the agreement between the Sender and the Operator, under which the Operator provides Parcel Delivery or Postal Transfer to the Sender;
- 1.2.18 **Postal Services** – postal services within the meaning of the Postal Service Act;
- 1.2.19 **Postal Transfer** – an order for an Operator to deliver a specified amount of money to the Recipient;
- 1.2.20 **Pricelist** – the Operator's current list of prices for Services;
- 1.2.21 **Recipient** – a person specified by the Sender as a Recipient of the Parcel Delivery or Postal Transfer;

TERMS AND CONDITIONS

- 1.2.22 **Sender** – a person who has concluded a Postal Service Agreement with the Operator;
- 1.2.23 **Services** – Postal Services and/or Additional Services;
- 1.2.24 **Website** – the official Website of the Operator at novapost.com/en-cz .
- 1.3 By handing over the Parcel to the Operator, the Customer confirms that he/she has read and agrees with these Terms.
- 1.4 The current version of these Terms is available on the Website and at every Branch.

2. CATALOG OF POSTAL SERVICES

2.1 The Operator provides the following Postal Services:

2.1.1 Documents delivery

- a) Weight: maximum permissible weight is 1 kg;
- b) Dimensions: length – up to 35 cm, width – up to 25 cm, height – up to 2 cm; and
- c) Other information: package or carton envelope;

2.1.2 Parcel delivery

- a) Weight: maximum permissible weight is 30 kg;
- b) Dimensions: largest side not greater than 120 cm, and the total sum of all sides not greater than 150 cm; and
- c) Other information: is rectangular in shape;
- d) The parcel value may not exceed CZK 100 000 or the equivalent of 5000 Euro.

2.1.3 Cargo delivery to the Branch

- a) Weight: maximum permissible weight is 1000 kg;
- b) Dimensions: largest side not greater than 300 cm, other sides not greater than 170 cm; and
- c) Other information: is rectangular in shape;

TERMS AND CONDITIONS

- d) The cargo value may not exceed CZK 100 000 or the equivalent of 5000 Euro.

2.2 The Operator provides Postal Services in the following variants:

- 2.2.1 Address–Address – receiving of Parcel at the Sender’s address and its delivery to the Recipient’s address.
 - 2.2.2 Address–Branch – receiving of Parcel at the Sender’s address and its delivery to the Recipient at the Branch in the Recipient’s city.
 - 2.2.3 Address–Parcel Locker – receiving of Parcel at the Sender’s address and its delivery to the Recipient’s Parcel Locker.
 - 2.2.4 Branch–Branch – receiving of Parcel from the Sender at the Branch in the Sender’s city and its delivery to the Recipient at the Branch in the Recipient’s city.
 - 2.2.5 Branch–Address – receiving of Parcel from the Sender at the Branch in the Sender’s city and its delivery to the Recipient’s address.
 - 2.2.6 Branch–Parcel Locker – receiving of Parcel from the Sender at the Branch in the Sender’s city and its delivery to the Recipient’s Parcel Locker.
- 2.3 In case of closure, temporary unavailability, or transfer of the dispatch point or Parcel Locker, the Operator shall have the right to change the place or method of delivery upon prior notice to the Customer.

3. GENERAL CONDITIONS OF POSTAL SERVICES

- 3.1 Postal services shall be provided by the Operator to Customers.
- 3.2 The Operator shall provide Postal Services on the dates indicated on the Website for Postal Services.
- 3.3 The Operator provides Postal Services on the territory of the Czech Republic and in international trade, in countries specified on the Website.
- 3.4 The conclusion of the Postal Service Agreement takes place, in particular, by the Operator’s acceptance of the Parcel for transportation and delivery. The Pricelist on the Website applies.
- 3.5 According to Postal Service Act, the Operator is not obliged to conclude a Postal Service Agreement with Recipient if the contents of such should also be deviations from these Terms or additions thereto.
- 3.6 Acceptance and delivery of the Parcel shall be performed on Business Days.

TERMS AND CONDITIONS

- 3.7 The availability of delivery and dispatch to and from the Parcel Lockers is specified on the Website Delivery of Parcels to the Parcel Locker is possible to the Parcel Locker within the territory of the Czech Republic and other Countries specified on the Website.

4. RECEIVING AND ISSUING PARCELS, PROVISION OF POSTAL SERVICES.

4.1 General rules. Delivery, return and refund rules.

- 4.1.1 The Parcel must be properly packaged by the Sender, ensuring the safety of the Postal Service and delivery of the contents of the Parcel intact. The Operator may, at the Sender's request, package the Parcel as an Additional service.
- 4.1.2 The way of packaging the Parcel shall comply with the packaging rules posted on the Website.
- 4.1.3 The way of packaging the Parcel must ensure that it is marked with the corresponding Address Label.
- 4.1.4 Parcels exceeding the permissible dimensions or weight limits are accepted for transportation only after a prior agreement with the Operator.
- 4.1.5 If it is necessary to declare the value of the Parcel by the Sender in order to perform the Postal Service, the value must correspond to the actual value of the Parcel's contents. The declared value of the Parcel may affect the price of the Postal Service in accordance with the applicable Pricelist.
- 4.1.6 The Sender has to specify exactly the address of the Recipient or the address of the Parcel Locker or Branch, where the Parcel is to be delivered. The Sender is responsible for the correctness of the data specified for delivery of the Parcel.
- 4.1.7 The Sender orders a Postal Service through the Website specifying, as required therein, the variant of the Postal Service, address of the Sender and the Recipient, and/or method and place of delivery.
- 4.1.8 After placing the order for the Postal Service through the Website, the Sender gets an opportunity to create an Address Label, which must be clearly and firmly attached to the package of the Parcel before the Parcel is shipped.
- 4.1.9 Any marking applied by the Sender to the package of the Parcel shall not cover the Address Label and may not contain any content prohibited by law and these Terms.
- 4.1.10 The Sender shall pay for the provision of Postal Services in advance according to the selected type of the Postal Service and Pricelist using the

TERMS AND CONDITIONS

payment methods available on the Website, except for the payment on delivery option, in which case the provision of the Postal Service is paid on the conditions specified by these Terms.

4.1.11 The Operator shall refuse to enter into a Postal Service Agreement or may withdraw there from any other agreement with a Customer, if:

- a) in case of Parcel Delivery, the Sender does not meet the requirements for the provision of Postal Services set forth in the Postal Service Act or in the regulations issued on its basis, as well as in these Terms;
- b) the contents or packaging of the Parcel puts third parties or the Operator at risk of damage;
- c) there are inscriptions, pictures, drawings, or other symbols on the package of the Sender or in a visible part of its contents which violate the applicable law or other regulation;
- d) the Postal Service would be performed in whole or in part in a territory where the Operator is not authorized to provide such service, unless the Operator enters into a cooperation agreement enabling the provision of such service in such territory;
- e) acceptance or transportation of the Package is prohibited by applicable law or other regulations.

4.1.12 The Operator shall have the right:

- a) to refuse to enter into the Postal Service Agreement, if the Parcel does not meet the conditions required for the provision of the Postal Service as determined by the Operator;
- b) to withdraw from the Postal Service Agreement, if the Parcel does not meet the conditions specified in the Postal Service Agreement.

4.1.13 If the Operator, for the reasons stated above, withdraws from the Postal Service Agreement, the accepted Parcel shall be returned to the Sender at the Sender's expense and the fee for the Postal Service shall be refunded to the Sender (the Operator shall be entitled to deduct expenses for returning the Parcel from the refunded fee).

4.1.14 The Operator who has concluded the Postal Service Agreement with the Sender shall indicate the received Parcel with the information about acceptance of payment for the Postal Service or indicate the method of payment for the Postal Service and shall allow its identification.

4.1.15 The Parcel that cannot be delivered to the Recipient shall be returned to the Sender by the Operator who has concluded the Postal Service Agreement with the Sender. For actions related to the return of the

TERMS AND CONDITIONS

Parcel, the Operator may demand payment in the amount specified in the Pricelist.

- 4.1.16 The returned Parcel shall be returned back to the Sender under the same conditions under which it was sent to the Recipient.
- 4.1.17 If the Sender does not receive the Parcel within 7 days from the date of the Sender's notice of return, the Parcel shall be deemed unclaimed.
- 4.1.18 Operator may open a Parcel in cases specified in Article 14 of these Terms.

4.2 Size and weight of the Parcel

- 4.2.1 The price of the Postal service may depend on the weight and size of the Parcel in accordance with the Pricelist.
- 4.2.2 There are two ways to determine the weight of the Parcel: actual and volumetric. The cost of Postal Services, where applicable, shall be calculated by the greater weight value – actual or volumetric – according to the Pricelist.
- 4.2.3 The actual weight shall be determined by weighing the Parcel on the scales.
- 4.2.4 The volumetric weight is determined based on the external dimensions of the Parcel (whereas the external dimensions in the case of irregular shape are measured according to the most protruding points) using the formula:
Volumetric weight [kg] = Length [cm] × Width [cm] × Height [cm] / 4000.

4.3 Parcel and cargo

- 4.3.1 Parcels can be accepted by the Operator at a Branch, via a Parcel Locker, or at the Address specified by the Sender.
- 4.3.2 Cargos can be accepted by the Operator at a Branch, specified by the Operator on the Website.
- 4.3.3 The Recipient of the service who wishes to send a Parcel or a Cargo bring them to the Branch or fills out a Parcel shipment form through the Website and pays the service fee.
- 4.3.4 The Address Label shall be valid for 14 days from the day of its creation via the Website. After this period, the Address Label expires.
- 4.3.5 When forming the Parcel Shipment Form, the Customer receives the number of the shipment, by which it is possible to get information about the status of the Postal Service.
- 4.3.6 When receiving the shipment, the Operator checks the completeness of the Address and the payment for the Services.

TERMS AND CONDITIONS

- 4.3.7 If the Operator discovers the absence of the correct Address Label, incomplete Address, or incorrect packaging of the shipment, the Operator has the right to refuse to accept the shipment.
- 4.3.8 Receiving of the shipment by the Operator does not mean that the contents of the Parcel or Cargo have been checked and correspond to these Terms and the applicable law or other regulation. The Sender is responsible for the correct packaging of the shipment its compliance with the applicable law and other regulation.
- 4.3.9 Parcels or Cargos in the form of corrugated cardboard packages, connected with each other by stretch film and tape, are not accepted. Notwithstanding the previous sentence, a Parcel of bundled packages can be sent from a Branch provided the following conditions are met:
- a) the Parcel or Cargo contains only textile products (clothing, fabric, soft goods);
 - b) the total weight of the Parcel does not exceed 10 kg; and
 - c) the packages are connected by at least five layers of stretch film and tape to form a single Parcel.
- 4.3.10 Parcels and Cargos accepted by the Operator after 3 p.m. will be dispatched the next Business Day.
- 4.3.11 If doubts arise that a Parcel or Cargo contains items of a prohibited category specified in Article 9 of these Terms, the Operator's representative is entitled to request that the Parcel or Cargo and its contents are inspected.
- 4.3.12 In case of refusal and/or discovery of prohibited contents of the Parcel or Cargo specified in Article 9 of these Terms, the Operator's representative is entitled to refuse the provision of Postal Services for the Parcel or the Cargo.

4.4 Detailed conditions of Address services

- 4.4.1 In case of the address services, Parcels cannot exceed 30 kg per Parcel, the maximum length together with the packing cannot exceed 120 cm, and the sum of dimensions cannot exceed 150 cm, unless the Operator and Customer agree otherwise.
- 4.4.2 The Customer must allow the representative of the Operator to (i) reach the place indicated as the address of receipt and (ii) drive in the car near the indicated address of receipt of the Parcel within the distance of not more than 50 meters.
- 4.4.3 If the total weight of the Parcel, in total, exceeds 30 kg, the Customer shall ensure loading of the Parcel on the Operator's vehicles himself.

TERMS AND CONDITIONS

4.4.4 The Customer shall provide packaging, labeling and information support for the Parcel in accordance with the provisions of these Terms.

4.4.5 The Customer is obliged to provide the Operator with an opportunity to receive the Parcel, drawn up in accordance with these Terms, at the specified date and place.

4.5 Detailed conditions of Parcels received at a Parcel Locker

4.5.1 A Parcel received at a Parcel Locker within the territory of Czech Republic shall meet the following parameters:

- a) the maximum permissible weight is 10 kg;
- b) the dimensions are 100 × 60 × 80 cm; and
- c) the value of the Parcel may not exceed CZK 25 000

4.5.2 If these parameters are not met, the Operator has the right to not accept the Parcel and refuse the provision of Postal Services. A Parcel may be put by the Sender in a Parcel Locker if there are free boxes. The Operator does not guarantee the availability of the boxes at any time during the operation of the Parcel Locker.

4.5.3 The location of the Parcel Lockers is available on the Website.

4.5.4 If there are problems with creating the Address Label, opening the box, or other, the Sender can get help by calling the contact number of the Operator available on the Website.

4.5.5 The Parcel distribution schedule is available on the Website.

4.6 General rules of Parcel Delivery

4.6.1 The term of Parcel Delivery is from 1 Business Days for delivery within the Czech Republic and from 5 Business Days for international delivery.

4.6.2 Delivery of Parcels with guaranteed time of delivery is possible under the conditions agreed with the Customer in the individual Postal Service Agreement.

4.6.3 The Sender and the Recipient can track the Parcels through the Website after specifying the Parcel's number.

TERMS AND CONDITIONS

- 4.6.4 When delivering international Parcels, the Customer bears all costs related to customs clearance and also bears the risk related to the actions of customs authorities and border guards on the Parcel and its contents.
- 4.6.5 If, according to the Sender's information, the Parcel includes items that are allowed to be purchased only by adults, the Operator may require the Recipient of the Parcel to present a document proving that the Recipient is of legal age. In case of refusal to provide the document, the Operator may refuse to deliver the Parcel.

4.7 Detailed rules for delivering and sending Parcels to the Branch

- 4.7.1 If the Sender is the payer of the Service and the form of payment is cash, the Sender shall settle with the Operator's representative. The Sender is obliged to inform the Recipient of the number of the Parcel and the date of delivery and familiarize the Recipient with these Terms.
- 4.7.2 To receive the Parcel at the Branch, the Recipient shall indicate the number of the Parcel or the number of the cell phone to which the SMS notification about the possibility of receiving the Parcel was sent.
- 4.7.3 The Recipient who is a natural person, or a person receiving the Package on behalf of the Recipient who is a legal person (for the purpose of this Article 4.7, the "Recipient" shall mean, where applicable, both) shall confirm their identity to the Operator's representative by presenting a valid identity document.
- 4.7.4 Delivering a Parcel without confirming the Recipient's identity is possible, if the declared value of the Parcel is less than CZK 6000 and the Recipient knows the number of the Parcel and can provide the receiving code sent in the form of an SMS message to the number specified as the Recipient's number.
- 4.7.5 In order to receive a Parcel with the value of CZK 6000 or more, the Recipient must provide a document confirming his or her identity and indicate the receiving code sent in the form of an SMS message to the number indicated as the Recipient's number or acknowledge receipt message by answering an incoming call to the number indicated as the Recipient's number.
- 4.7.6 Person who is not specified as the Recipient of the Parcel shall receive the Parcel after he/she specifies the number of the Parcel and presents the corresponding authorization to receive the Parcel. A Parcel, the value of which does not exceed CZK 6000, addressed to a Recipient who is a natural person may be received by a person in the same household upon presentation of a document confirming the residency in such household.
- 4.7.7 Receipt of the Parcel at the Branch is possible during working hours of the Branch.

TERMS AND CONDITIONS

4.7.8 Under the conditions stipulated for delivery at the Branch, it is possible to send the Parcel at the pick-up and delivery point, which is a format of the Branch located on the territory of an operating enterprise (grocery store, clothing/home improvement store, mini-market, pharmacy, etc.) where only the Parcel with the declared value less than CZK 10 000, weighing not more than 10 kg, for which the maximum length of one side of the Parcel does not exceed 60 cm, can be collected or sent. If the Parcel is not picked up by the Recipient within 5 days, it shall be handed over to the nearest Branch.

4.8 Detailed rules of delivery of Parcels to the Address

4.8.1 In case of delivery of the Parcel to the Address, the Recipient shall receive an SMS message on the telephone number specified by the Sender about the scheduled date of delivery of the Parcel.

4.8.2 If the delivery is made to the Address, in the absence of the Recipient or a member of the same household able to receive the Parcel, the Parcel shall be delivered by the Operator to a Branch, where the Parcel can be picked up by the Recipient according to the Article 4.7 of these Terms, unless specified otherwise below. The Parcel can be picked up within 7 days from the date of notification to the Recipient of the possibility of picking up the Package at the Branch, after which it could be returned to the Sender without prior notice.

4.8.3 The Operator is not required to verify the identity of the person receiving the parcel at the Address. The person receiving the parcel at the Address shall be deemed to have the right to receive the Parcel.

4.8.4 Upon receipt of the Parcel by the Recipient or a member of the same household, the Operator may require such person to confirm a receipt. Refusal to confirm the receipt means refusal to receive the Parcel. The Operator shall then proceed analogically to Article 4.8.2 of these Terms.

4.8.5 In case of delivery of the Parcel for which the Parcel Delivery was ordered only to the hands of the Recipient, the Recipient shall be obliged to present a document proving his identity upon request of the Operator's representative. In case of absence of such document, the Operator's representative may refuse to deliver the Parcel. The Operator shall then proceed analogically to Article 4.8.2 of these Terms.

4.8.6 The time of presence of the Operator's representative at the Address in connection with the delivery of the Parcel shall not exceed 15 minutes.

4.8.7 Delivery of a Parcel to the Address is possible only if it is possible to reach the specified Address by car within a distance of not more than 50 m. Delivery of a Parcel to the Address is possible only for shipments weighing up to 30 kg.

TERMS AND CONDITIONS

4.8.8 Upon the Receiver's request, it is possible to postpone the delivery of the Parcel by up to 5 Business Days.

4.9 Detailed conditions of Parcels delivered to a Parcel Locker

4.9.1 A Parcel delivered to a Parcel Locker within the territory of Ukraine shall meet the following parameters:

- a) the maximum permissible weight is 20 kg;
- b) the dimensions are 40 × 30 × 60 cm; and
- c) the value of the Parcel may not exceed CZK 5 000

4.9.2 A Parcel delivered to a Parcel Locker within the territory of Czech Republic, shall meet following parameters:

- a) the maximum permissible weight is 10 kg;
- b) the dimensions are 100 × 60 × 80 cm; and
- c) the value of the Parcel may not exceed CZK 25 000.

4.9.3 If these parameters are not met, the Parcel shall be sent to the nearest Branch.

4.9.4 Delivering Parcels to the Parcel Locker is not possible for more than one Parcel per Address Label.

4.9.5 The Recipient receives an SMS message after the Parcel is placed in the Parcel Locker to the phone number specified by the Sender.

4.9.6 In order to receive the Parcel in the Parcel Locker, it is necessary to install the Mobile Application and authorize using the cell phone number specified as the number of the Recipient.

4.9.7 In case the Recipient pays for the Parcel, it is necessary to pay for it with a bank card in the Mobile Application prior to receiving the Parcel. Detailed Mobile Application terms are available on the Website.

4.9.8 The Operator places the Parcel in the Parcel Locker as long as there are free boxes in the Parcel Locker. In case there are no free boxes in the Parcel Locker, the Operator shall have the right to transfer the Parcel to another Parcel Locker located nearby, change the date of delivery, or change the form of delivery. The Operator shall notify the Recipient thereof.

4.9.9 The parcel distribution schedule is available on the Website.

TERMS AND CONDITIONS

4.9.10 The terms of use of Parcel Lockers of the Operator's partner are available at partners websites, specified on the Website.

5. INFORMATION REQUIRED FOR REGISTERED SENDING

5.1 For the purposes of the provision of Services, the Sender is required to provide information specified below in this Section 5.

5.2 Information about the Sender:

5.2.1 For legal persons and natural persons-entrepreneurs: full name, identification number, address (headquarters), Branch for dispatch, if applicable, Cell phone number and e-mail of the contact person.

5.2.2 For natural persons: full name, address (residence), Branch for dispatch, if applicable, cell phone number and e-mail.

5.3 Recipient Information:

5.3.1 For legal persons and natural persons-entrepreneurs: full name, identification number, address (headquarters), Branch for delivery, if applicable, cell phone number and e-mail of the contact person.

5.3.2 For natural persons: full name, address (residence), Branch for delivery, if applicable, cell phone number and e-mail.

5.4 Shipping information of the Parcel: number of pieces, actual weight and dimensions, hs code, declared value, description of contents, selected variant of Postal Services.

5.5 Payer for Services.

5.6 Form of payment (cash/non-cash).

5.7 Selected Additional Services.

5.8 Other information that can affect the quality, duration, and cost of Services for example conditions of delivery, country of origin of the goods, detailed descriptions.

6. PAYMENTS

6.1 Fees for Services shall be determined in accordance with the current Pricelist.

6.2 The Sender must provide the Operator with all the information to determine the total price for the selected Services. In particular, the Operator shall determine the price on the basis of counting and/or measuring the Parcel.

TERMS AND CONDITIONS

- 6.3 In the event of a delay in payment of the price (or part thereof) for a Service for more than 15 days, the Operator shall be entitled to suspend the provision of all Services until the owed sum has been paid in full.

7. ADDITIONAL SERVICES

- 7.1 The Operator provides, upon the Customer's request, the following Additional Services, which are Services with additional payment according to the Pricelist:

7.1.1 **Packaging** – consists in placing the Parcel in the appropriate type of packaging that will contribute to the safety of its transportation and storage and its protection. The Parcel is packed in packages from the assortment offered by the Operator.

8. OPERATOR'S SERVICES

8.1 **"Business Account"** is a user account which is accessed via the Website and through which the Customer can create Address Labels, order Additional services, etc. on its own.

8.2 **"Recovering the Number of the Parcel Notification"** provides notification of the Recipient or Sender about the number of the Parcel after sending the request to the Operator at the Branch and confirming the identity.

8.3 **"Tracking of a Parcel"** provides the ability to track the location of a Parcel by the number of the Parcel. The service can be used on the Website or via the Mobile Application.

8.4 **"Review of the Parcel"** gives the Recipient an opportunity to open the package and to check the condition of the Parcel for external damages and conformity of the goods to the order at the particular desk or in the place of delivery at the Address in the presence of the Operator's representative. The Operator does not provide Review of the Parcel, if such is provided for in the Postal Service Agreement.

8.4.1 Review of the Parcel is prohibited, if it concerns:

- a) connecting devices, media and mechanisms not included in the Parcel (except SIM cards, headphones, batteries, flash drives (e.g., to check the TV matrix for defects));
- b) use of consumables available in the Parcel (e.g., perfume bottles for spray testing, cosmetic test products);
- c) use the contents of the Parcel with the Recipient's own belongings, including media (it is prohibited to connect, read, copy);

TERMS AND CONDITIONS

- d) spilling of fuels and lubricants or other liquids in the Parcel requiring them for use.
- e) setting passwords for electronic devices that provide such function (phones, tablets, computers or laptops);
- f) tearing off factory, advertising, and information stickers from Parcels and their contents (except for stickers applied to packages of computer, electronic and optical products);
- g) opening of packed Parcels, the first opening of which is provided by one of these methods (only external inspection for damage is allowed):
 - i. seals (bags stitched with string; metal or paper stuffing on cans, perforations on the neck of lids on liquid containers, etc.);
 - ii. thermal film (excluding computer, electronic, optical products and accessories included therein) – a type of packaging film, the feature of which is the ability to shrink under the influence of temperature and take the shape of the packaged product;
 - iii. blister package – a container or box, embossed in such a way as to repeat the shape and dimensions of the item to be placed inside or to create a container required for the contents of the product, made of heat-resistant plastic and may have a hard printed, metal or plastic coating;
 - iv. polyethylene laminated containers – containers in which two or more layers of foil are bonded together into one by exposure to high temperatures, an applied adhesive or solvent.
- h) disassembly, except for the SIM card or battery installation, without the use of tools not included in the device set;
- i) Review of the Parcel outside a Branch (for Parcels sent to the Branch);
- j) in case of delivery to the Address:
 - i. removal of the box in which the Parcel is packed;
 - ii. connection of portable, home appliances to the electric mains (it is allowed to check for external defects and mechanical damages of the Parcel).

In case of violation of these conditions, the Recipient is obliged to pick up the Parcel and pay the cost of services assigned to him.

8.5 **“Information”** means informing the Recipient and Sender about the time of arrival, delivery, and storage of the Parcel. The service is provided in the form of SMS

TERMS AND CONDITIONS

messages, messages in Mobile Application, or via WhatsApp, telephone or electronic conversation on the basis of contractual relations with the Operator.

- 8.6 **“Change of Data”** allows the Sender to change the data indicated in the Address Label from the moment of its creation until the Parcel is received by the Recipient. The service can be ordered at the Branch (in the Sender’s or Recipient’s region; the list of cities belonging to this region can be obtained by calling the Operator) or via a personal manager, by leaving a completed application on the Website by making changes in the Business Account, or by calling the Operator. The service is not available on the day of delivery of the Package to the Address.

9. TERMS FOR ITEMS AND SUBSTANCES THAT MAY NOT BE THE CONTENTS OF THE PARCEL

- 9.1 A Parcel may not contain in particular, but not limited to:
- 9.1.1 cash, including foreign currency, securities, payment cards, and other means of payment;
 - 9.1.2 items of criminal origin;
 - 9.1.3 firearms and pneumatic weapons and their parts, ammunition, edged weapons, items imitating firearms and edged weapons, other items specially designed for assault and defense (guns, pins, spray cans with liquid paralyzing effect, daggers, etc.);
 - 9.1.4 jewellery, works of art, items of antique value, and other items of special value excluding imitation of jewelry and costume jewelry;
 - 9.1.5 substances such as: hydrogen peroxide, acids, high-octane pollutants containing oxygen (chemical compounds added to gasoline), as well as liquids and substances in packages found to contain hazardous substances labeled in classes 1–7¹ inclusive, such as flammable substances, flammable and explosive substances, radioactive substances and other hazardous items with appropriate labels (‘explosive materials and substances,’ ‘gases,’ ‘flammable liquids,’ ‘self-igniting substances,’ ‘toxic and infectious substances,’ ‘oxidizing substances,’ ‘radioactive,’ ‘caustic and corrosive substances,’ ‘other hazardous substances and products’), carcinogenic substances and any substances which may endanger human life or health;
 - 9.1.6 cylinders with liquid or gas, including all types of fire extinguishers (except empty cylinders without a valve);

¹ In detail see: <https://unece.org/transport/dangerous-goods/un-model-regulations-rev-22>.

TERMS AND CONDITIONS

- 9.1.7 fluid containers without manufacturer's labels (stickers) with information about the name of the substance, its properties and storage conditions, with signs of deterioration, signs of leakage, unpleasant odor, packaged improperly; if the liquid has chemical properties, appropriate marking is required;
 - 9.1.8 fluorescent lamps and other products containing mercury or asbestos and products made of them (pipes, slate, etc.);
 - 9.1.9 used batteries, including those for cars, motorcycles, agricultural machinery. New batteries for cars, motorcycles, agricultural machinery with contacts covered with factory plastic covers (both with and without factory packaging) may be transported only to the address.
 - 9.1.10 animals, insects, animal remains, untreated skins, ashes or human remains, human and animal organs, tissues and body fluids, and other biologically active objects;
 - 9.1.11 living plants, especially those requiring special transportation conditions;
 - 9.1.12 tobacco products, electronic cigarettes and their parts;
 - 9.1.13 food products requiring special temperature conditions or with a shelf life of up to 5 days (the expiration date is indicated on the package), chilled or frozen food, dairy products, vegetables and fruit; transportation of other food products may be additionally restricted for territories subject to restrictions or instructions on embargoes, quarantine, etc., as determined by state authorities;
 - 9.1.14 medicines and hygiene products requiring special storage and transportation conditions, ethyl alcohol, veterinary immunobiological products;
 - 9.1.15 narcotic drugs, narcotic substances, cannabis substances (other than those permitted for sale), psychotropic and psychoactive substances and similar substances in particular are subject to special control in accordance with the legislation in force;
 - 9.1.16 flavoring and odor-emitting items, items which are dirty and may cause harm to other objects or to human or animal health (including cooked food, heavily contaminated parts, items in oil or other corrosive substances, bacteria and live), viruses, toxic substances;
 - 9.1.17 other items prohibited by applicable law or other regulation.
- 9.2 The list of the unacceptable contents of the Parcel is an exemplary and incomplete catalog.

TERMS AND CONDITIONS

- 9.3 Notwithstanding the abovementioned list, permitted substances include (according to UN Model Regulations Rev. 22 (2021)²):
- 9.3.1 substances assigned to hazard classes 8 and 9, except for acids (regardless of concentration) and substances containing any amount of acid, hydrogen peroxide or other chemical compounds with oxidizing properties;
 - 9.3.2 chemical substances labeled with hazard classes 2 and 3 in containers (packaging) of an approved manufacturer for transportation:
 - a) paints: in metal containers with a capacity not exceeding 10 liters (without quantity limitation);
 - b) automobile oils (motor, transmission) without limitation of the container volume.
 - c) human biological material in the form of smears (including from the oral cavity);
- 9.4 The Operator shall have the right not to accept a Parcel, return it to the Sender at the Sender's cost, and refuse the provision of Services, if there is a reasonable suspicion that the content of the Parcel is unacceptable under the conditions specified in these Terms and applicable laws or other regulation.
- 9.5 Acceptance of the Parcel by the Operator does not mean that the Operator checks its contents and that the performance of the Postal service is acceptable in relation to the specific contents of the Parcel.
- 9.6 If the Operator has a reasonable suspicion that the Parcel contains or may contain content which is criminal or not allowed for trading according to the applicable law or other regulation, the Operator shall notify the relevant authorities.
- 9.7 If the Operator decides to refuse the provision of Services (including in case of termination of the Postal Service Agreement, termination of provision of Services, or return of the Parcel) the Operator shall have the right to return the Parcel at the Sender's expense.
- 9.8 If the Parcel is checked by the Operator, the checking shall be carried out in the presence of the Sender, and if this is not possible, by the persons determined by the Operator in accordance with the applicable law. The Parcel checked by the Operator will be marked with the clear information that the Parcel has been checked.
- 9.9 If, as a result of the fact that the Sending contains unacceptable content, the Operator, its employee or a third party suffers losses in connection with the

² In detail see: <https://unece.org/transport/dangerous-goods/un-model-regulations-rev-22>.

TERMS AND CONDITIONS

provision of a Postal Service, the Sender is obliged to compensate such losses in full.

10. ACCEPTABLE PARAMETERS OF DECLARED VALUE

- 10.1 The declared value is the value of the Parcel or Cargo declared by the Sender in the Parcel Shipment Form. The declared value shall be equal to the actual (market) value of the Parcel or Cargo;
- 10.2 Damage to the Parcel or Cargo is compensated by payment of an amount corresponding to the declared value. The Sender is obliged to pay the price set out in the Pricelist for Services ordered. The price of the transport services provided by the Operator is also compensated by the payment of the declared value in the event of Parcel or Cargo damage. In the event of Parcel or Cargo damage, the Sender must provide an affidavit confirming that the Parcel or Cargo has been properly packed and provide a bank account number for reimbursement.

11. COMPLAINTS

- 11.1 For the purposes of this section relating to complaints, the following shall apply:
 - 11.1.1 **“Damage”** – any change in the condition, i.e., change in quality, dimensions, structure, stability, composition or items forming the Parcel that can be remedied by repair, or a change in condition which cannot be remedied by repair, but which still allows the item to be used for its original purpose.
 - 11.1.2 **“Destruction”** – such change in the condition of items forming the Parcel that cannot be remedied by repair, and the item cannot be further used for the original purpose.
 - 11.1.3 **“Complaint”** – a method of claiming rights from liability for violation of the Postal Service Agreement or other legal title by Operator;
 - 11.1.4 **“Customer”** – a person who has arranged the Postal Service or to whose account the Postal Service has been arranged; for the purposes of making a complaint according to these Terms, Customer means the Sender and/or the Recipient.
- 11.2 Damage, or reduction in the content of a Parcel or Cargo, shall incur liability only to the extent specified in these Terms or agreed in the Postal Service Agreement.
- 11.3 Complaint requirements
 - 11.3.1 Any Complaint must contain information about the Customer, the subject of the complaint, a description of the nature, extent, and amount of the Damage/Destruction and, in the case of Damage to or partial loss of the contents of the Parcel, photographic documentation of the Damage and

TERMS AND CONDITIONS

the transport packaging. A Damage/Destruction report is also considered to be a complaint, if it contains all the requirements for a complaint.

11.3.2 If the Complaint does not contain all the requirements or if it needs to be completed with other information or documents, the Operator is entitled to ask the Customer to complete it. The Customer has 10 Business Days from the date of delivery of the request to complete the complaint. In the period from the request to complete the Complaint to completing the Complaint, the Complaint settlement period shall not run.

11.3.3 The quantification of the actual Damage/Destruction must be adequately documented, in particular by means of a credible tax document or invoice on the basis of which the item and/ or substances representing the Parcel's content have been acquired. If a claim is made against Operator by a VAT payer, it must be made exclusive of VAT.

11.4 Complaint procedure

11.4.1 The Complaint can be made by a Customer in writing, electronically, or verbally to the record at a Branch.

11.4.2 Submission of a Complaint by means of electronic communication is possible at the Operator's e-mail address: customer_care_cz@novapost.com or via Website.

11.5 Processing of a Complaint

11.5.1 The Operator shall acknowledge receipt of the Complaint to the Customer in an appropriate manner.

11.5.2 The Customer must allow the Operator to see the actual extent of Damage/Destruction or partial loss of the Parcel or Cargo. For the above reasons, the Customer is obliged to ensure that the Parcel or Cargo is not tampered with in any way and to keep the packaging, in which the Parcel was delivered, intact. For the same reason, the Parcel or Cargo must not be destroyed or transported to another place without the Operator's consent. In the case of damaged Parcels or Cargos, the Customer is obliged to allow or ensure an inspection of the Parcel or Cargo also by a representative of the Operator's insurance company. The Customer is aware of the fact that if the Customer's obligations specified in this paragraph are not performed, a lack of Damage/Destruction evidence may be imminent, leading to refusal of the Complaint by the Operator.

11.5.3 The Customer is obliged to transfer to the Operator the title to the damaged/destroyed Parcel or Cargo at the moment when the Operator notifies the Customer that the Operator acknowledges its liability for Damage/Destruction, and that the Damage/Destruction shall be settled to the full amount of the Parcel's or Cargo's declared value.

TERMS AND CONDITIONS

- 11.5.4 The Operator is obliged to settle (i.e., inform the Customer about the resolution of the Complaint) any properly filed and complete Complaint within 30 days after all the required documents have been submitted by the Customer based on the delivered Complaint.
- 11.5.5 The reimbursement itself of a properly filed and Operator-acknowledged Complaint shall be performed within 20 Business Days from the date of the acknowledgement of the Complaint by the Operator. The Customer is not entitled to set off the right to compensation against the Operator's right to payment for Services.
- 11.5.6 In the case that the lost Parcel or Cargo or any part thereof is found at any time during the Complaint procedure, the Customer's claim will be considered as rejected at the moment the Customer gets the opportunity to dispose of the Parcel or Cargo or the respective part thereof. If the Parcel or Cargo is found by the Customer, the Customer will be obliged to notify the Operator thereof. If the Damage/Destruction or any part thereof has been paid in money by the Operator before finding the Parcel or Cargo, the Customer shall be obliged to return such amount to the Operator upon takeover of the found Parcel or Cargo and within 30 days of the Customer's takeover of the Parcel or Cargo.
- 11.6 Complaint rejection procedure
- 11.6.1 In the following cases, the Operator is entitled to reject a complaint:
- a) the case has been or is being processed by a court or another authority has already decided the subject of the dispute;
 - b) the Complaint is not submitted in due time, unless otherwise stipulated by mandatory legal provisions;
 - c) documents listed in these Terms are not submitted to prove the legitimacy of the Complaint;
 - d) the Complaint does not contain all the prerequisites and the Customer has not completed them upon request and within the period specified in these Terms.
- 11.7 If the Operator fails to process a Complaint related to a fault in the Postal Services provided, the Customer can submit an objection to the Czech Telecommunication Office, having its registered office at Sokolovská 219, Prague 9, postal address: Post Box. 02, 225 02 Prague 025, <https://www.ctu.cz/>, to initiate a procedure to object to the handling of a Complaint, without undue delay, but at the latest within 1 month from the date of delivery of the decision on the Complaint or the expiry of the deadline for its resolution, failing which the right to object shall lapse. The submission of the objection shall be subject to an administrative fee.

TERMS AND CONDITIONS

- 11.8 Invalidity or no enforceability of any provision of these Terms shall have no effect on the remaining provisions of these Terms. Operator is also authorized to unilaterally change the wording of these Terms at any time.

12. INFORMATION SPECIFIC TO COMPLAINTS RELATING TO CONSUMER RIGHTS

- 12.1 The Consumer shall enjoy the rights set forth below in this section of these Terms with respect to the Operator in the case of a defective performance in the Postal Services.
- 12.2 A defect shall mean, in particular, but not limited to: failure to collect cash on delivery ("**COD**") even though the customer ordered COD collection, return of the Parcel without there being cause giving Operator a right to do so, failing to attempt to deliver the Parcel to the Recipient.
- 12.3 In the event of a defect in the provision of Postal Services, the Consumer shall have rights arising from defective performance against the Operator, as set out below in this section of these Terms.
- 12.4 If the defect is remediable, the Consumer has a choice of the following rights:
- 12.4.1 providing repeated transportation of the Parcel or Cargo;
 - 12.4.2 completing due provision of the Parcel or Cargo;
 - 12.4.3 granting an appropriate discount from provided service;
 - 12.4.4 withdrawing from the Postal Service Agreement, in the event of a remediable, but serious defect for which the use of any of the above rights would be clearly inadequate.
- 12.5 If the defect is not remediable, the Consumer has a choice of the following rights:
- 12.5.1 reasonable discount;
 - 12.5.2 withdrawal from the Postal Service Agreement.
- 12.6 The Consumer shall inform Operator about his or her choice of right arising from defective performance when reporting the defect or without undue delay thereafter. Without the Operator's permission, the Consumer cannot alter his or her right of choice. If the Consumer does not select a certain right, the Operator will do so.
- 12.7 When a Consumer has a right resulting from defective performance under this section of these Terms, he or she is also entitled to reimbursement for any reasonable expenditures paid in exercising that right.

TERMS AND CONDITIONS

12.8 Complaint requirements

- 12.8.1 Any complaint must contain information about the Consumer, the subject of the complaint, the nature and extent of the defect, an explanation of the Operator's fault, and, if applicable, any documentation substantiating the Customer's claim.
- 12.8.2 If the complaint does not contain all the requirements or if it needs to be completed with other information or documents, the Operator is entitled to ask the Consumer to complete it. The Consumer has 30 days from the date of delivery of the request to complete the complaint. In the period from the request to complete the complaint to completing the complaint, the complaint settlement period shall not run.

12.9 Complaint procedure

- 12.9.1 The complaint can be made by a Consumer in writing, electronically, or verbally to the record at a Branch.
- 12.9.2 Submission of a complaint by means of electronic communication is possible at the Operator's e-mail address: customer_care_cz@novapost.com or via Website.

12.10 Processing a complaint

- 12.10.1 The Operator must promptly inform the Consumer that the complaint has been received.
- 12.10.2 The Operator must resolve (i.e., inform the Customer about the resolution of the Complaint) any properly made and complete complaint within 30 days of receiving the complaint. This shall not prejudice the right to an extension of the period pursuant to article 12.8.2 of these Terms.
- 12.10.3 If documentation from authorities involved in criminal proceedings, institutions operating in insurance industry, or other authority or institution are required to settle the complaint, the complaint settlement period shall not start until the Operator acquires such documentation.
- 12.10.4 The right to claim for defective performance on the basis of a complaint duly filed at and accepted by the Operator shall be exercised within 20 Business Days from the date of acceptance of the complaint by the Operator. The Consumer shall not be entitled to set off the right to compensation against the Operator's right to payment for Services.

12.11 Complaint rejection procedure

- 12.11.1 In the following cases, the Operator is entitled to reject a complaint:
 - a) the case has been or is being processed by a court or another authority has already decided the subject of the dispute;

TERMS AND CONDITIONS

- b) the complaint is not submitted in due time, unless otherwise stipulated by mandatory legal provisions;
- c) documents listed in these Terms are not submitted to prove the legitimacy of the complaint;
- d) the complaint does not contain all the prerequisites and the Consumer has not completed them upon request and within the period specified in the specified in these Terms.

12.12 A complaint must be made without undue delay after the reason for the complaint has been established, i.e., the defect has been discovered, but not later than 6 months after delivery of the Parcel to the Recipient or, in the case of non-delivery, after the Operator's acceptance of such Parcel for delivery.

12.13 The Consumer shall be entitled to reimbursement of the costs reasonably incurred in exercising its rights arising from defective performance within 1 month after the expiry of the period for claiming defects.

12.14 The Operator shall not perform on the basis of time-barred claims.

12.15 If the Operator fails to process a complaint related to a fault in the Postal Services, the Customer can submit an objections to the Czech Telecommunication Office, having its registered office at Sokolovská 219, Prague 9, postal address: Post Box 02, 225 02 Prague 025, <https://www.ctu.cz/>, to initiate a procedure to object to the handling of a complaint, without undue delay, but at the latest within 1 month from the date of delivery of the decision on the complaint or the expiry of the deadline for its resolution, failing which the right to object shall lapse. The submission of the objection shall be subject to an administrative fee.

13. PROCEDURE IN CASE OF NON-DELIVERY

13.1 In the event that it is not possible to deliver the Parcel or the Cargo to the Recipient, the Operator shall arrange for the return of the Parcel or Cargo to the Sender.

13.2 The impossibility of delivery of the Parcel arises in cases when:

13.2.1 the Parcel does not meet the conditions set out in these Terms;

13.2.2 the Parcel has an incomplete or incorrect Address Label;

13.2.3 the Recipient is not correctly identified at the Address Label;

13.2.4 the Recipient refuses to accept the Parcel;

13.2.5 such is specified in these Terms.

TERMS AND CONDITIONS

- 13.3 The return of the Parcel to the Sender does not affect the Operator's right to payment for Services.

14. PROCEDURE FOR OPENING A PARCEL

- 14.1 The Operator is entitled to open a Parcel in accordance with Postal Service Act if:
- 14.1.1 it cannot be delivered and at the same time it cannot be returned, or it is not to be returned under the Postal Service Agreement;
 - 14.1.2 there is reasonable cause to suspect that it contains an item deemed to be dangerous under these Terms or an item the postal delivery of which is not permitted under these Terms;
 - 14.1.3 it has been damaged;
 - 14.1.4 there is reasonable cause to suspect that damage has occurred or may occur before delivery; or
 - 14.1.5 it is necessary to comply with obligations imposed on the Operator by applicable law or other regulation.
- 14.2 The provisions of Article 14.1 shall not apply to a Parcel whose external arrangement makes it clear that it is inviolable under an international treaty forming part of the legal system of the Czech Republic.
- 14.3 The Operator is obliged to inform the Recipient of the opening of the Parcel upon delivery or the Sender upon return of the Parcel.
- 14.4 The contents of a Parcel may be inspected upon opening only to the extent necessary to ensure the purpose of the inspection.
- 14.5 The Operator is entitled to open a Parcel in case of providing an address service for International shipments with the reason of inspections of the parcel's content before transferring to customs clearance procedure.
- 14.6 During the opening, the protection of information protected under applicable law or other regulation must be ensured.

15. PROCEDURE FOR SELLING OR DESTROYING A PARCEL

- 15.1 The Operator shall be entitled to sell the Parcel or part thereof after 1 year from the date of its acceptance by the Operator if:
- 15.1.1 the Parcel cannot be delivered and at the same time cannot be returned or is not to be returned; or

TERMS AND CONDITIONS

- 15.1.2 there is a reasonable cause to suspect that the contents of the Parcel will deteriorate before delivery.
- 15.2 The Operator may only sell a Parcel or part thereof after the Operator has opened the Parcel in accordance with these Terms.
- 15.3 When selling a Parcel or part thereof, the Operator shall take into account that the sale is reasonably advantageous to the Sender.
- 15.4 If possible, the proceeds of the sale, after deducting storage costs, selling costs and unpaid portion of the price ("**Net Yield**"), the Operator shall deliver to the Sender. If the Net Yield has not been delivered, Sender shall have the right to request its release within 1 year of the sale of the Parcel or any part thereof. Upon expiry of this period, the entitlement to the release of the Net Yield shall cease and the Net Yield shall be forfeited to the Operator.
- 15.5 In particular, the Operator will not sell the Parcel if the cost of selling the Parcel is disproportionate to the proceeds of the sale.
- 15.6 The Operator shall be entitled to destroy the Parcel or any part thereof after 1 year from the date of its acceptance by the Operator, if the contents of the Parcel have deteriorated in whole or in part.
- 15.7 The Operator shall be entitled to destroy the Parcel or part thereof before the expiry of the agreed period if it is necessary to ensure the protection of human health.
- 15.8 If the Parcel is not sold and cannot be delivered and at the same time cannot be returned or is not to be returned according to the Postal Service Agreement, the Operator shall destroy it at the expiry of 1 year after its acceptance by the Operator.
- 15.9 The provisions of this section of these Terms shall not apply to Parcels that are considered inviolable under an international treaty that is part of the legal system of the Czech Republic. The contents of a Parcel which is covered by the privacy of correspondence cannot be sold.
- 16. OPERATOR'S LIABILITY. COMPENSATION. IMPROPER PERFORMANCE OR NONPERFORMANCE OF THE POSTAL SERVICE**
- 16.1 The rules of liability of the Operator for failure to perform or improper performance of the service are governed by the Civil Code, the Postal Service Act, and these Terms.
- 16.2 The Operator contracted with the Sender for the provision of Postal Services shall not be liable for non-performance or improper performance of Postal Services, if such non-performance or improper performance occurred due to:
- 16.2.1 force majeure;

TERMS AND CONDITIONS

- 16.2.2 reasons through the fault of the Sender or the Recipient not caused by the fault of the Operator;
 - 16.2.3 violation by the Sender or the Recipient of the Postal Service Act, these Terms, or applicable law or other regulation;
 - 16.2.4 the nature of the goods sent.
- 16.3 The liability of the Operator for non-performance or improper performance of Postal Services is not limited and applies on general principles in case such non-performance or improper performance:
 - 16.3.1 is the result of a lawless behavior;
 - 16.3.2 arises due to the intentional fault of the Operator;
 - 16.3.3 is the result of gross negligence of the Operator.
- 16.4 A claim in relation to improper performance of the Postal Services shall become void due to acceptance of the Parcel without reservation unless defects or damages of the Parcel that cannot be seen from outside have been reported by an authorized person to the Operator after the acceptance of the Parcel and not later than within 7 days after such acceptance and the Customer has proved that the defects or damages of the Parcel occurred in the period between the acceptance of the Parcel by the Operator and its acceptance by the Recipient.
- 16.5 Notification of improper fulfillment or non-fulfillment by the Postal services shall be made in writing, by e-mail to customer_care_cz@novapost.com or via Website, or in person to the record at the Operator's office or a Branch.
- 16.6 The Operator shall consider the notice of improper fulfillment or nonfulfillment of the Postal Services under the conditions provided for the complaint procedure.
- 16.7 The following compensation shall be payable for non-performance or improper performance of the Postal Services:
 - 16.7.1 for loss, partial loss, or damage to the Parcel in an amount not exceeding the usual value of the lost or damaged Parcel;
 - 16.7.2 for the loss, partial loss or damage of the Parcel with the declared value – in the amount stated by the Sender, but not exceeding the declared value of the item;
 - 16.7.3 for late delivery of the Parcel relative to the guaranteed delivery time – in the amount not exceeding double the price for the Service.
- 16.8 In case of failure to provide Postal Services, the Operator shall fully refund the fee charged for the provision of such Postal Services, regardless of other compensation.

TERMS AND CONDITIONS

- 16.9 Failure to provide Postal Services shall be deemed, in particular, a situation of loss (including loss or damage) of the Parcel.
- 16.10 Failure to provide Postal Services shall include, but not be limited to:
- 16.10.1 providing Postal Services in a manner inconsistent with the Postal Service Agreement, these Terms or applicable law or other regulation;
 - 16.10.2 a failure by the Operator to meet the term for delivery of the Parcel with the guaranteed date;
 - 16.10.3 damage to the Parcel.
- 16.11 In case compensation is deemed appropriate, it shall be paid to the bank account specified by an authorized person within 14 days from the date of delivery of the final decision on the award of compensation to the authorized person.
- 16.12 The Operator's liability for damage in the case of domestic transport is strictly limited under any circumstances to the maximum amount of CZK 50,000 (including VAT) per Parcel, with the exception of cases where explicitly determined otherwise.
- 16.13 The Operator's liability for damage in the case of cross-border transport is strictly limited under any circumstances to the maximum amount of CZK 100,000 (including VAT) per Parcel, except for cases where it is expressly stipulated otherwise.
- 16.14 Furthermore, the Operator's liability for any damage is strictly limited to actual direct damage to the Customer, subject to the limits referred to in these Terms in clause 16. The Operator's liability for non-property damage and other types of consequential damage (such as loss of profit, loss of business opportunity, loss of goodwill, rights of third parties, costs associated with filing a complaint or any other consequential damage) is excluded, even if the Operator has been informed in advance of the risk of such damage.

17. FORCE MAJEURE

- 17.1 Neither party shall be held liable for any damages or breaches of Postal Service Agreement or delay in the performance of the obligations arising therefrom (with the exception of any payments due hereunder) to the extent these circumstances have been caused by force majeure. Where the delay in the performance of obligations hereunder by either party is caused by force majeure, the date for the performance of the obligation is suspended for the period corresponding to the duration of the force majeure circumstances, and the parties affected must resume performance once the obstacle caused by force majeure has ceased. The party so affected shall make all business efforts reasonably possible to notify the other party and state, as soon as applicable and possible, of the extent and nature of force majeure.

TERMS AND CONDITIONS

- 17.2 Both parties shall make reasonable efforts to mitigate the consequences of force majeure on the performance of their obligations. Where due to force majeure Operator is only able to fulfil its obligation by incurring increased additional costs, these reasonable and agreed-upon costs shall be borne by the Customer.
- 17.3 Force majeure shall refer to any event or unforeseeable circumstance outside the reasonable control of the parties which cannot be avoided or prevented in spite of all efforts, and which has not been caused by errors or omissions of the parties so affected. Those include in particular, without limitations, actions in accordance with a decision of any government or other authority, war or national distress, unrests, civil unrests, terrorism, piracy, fires, explosions, floods, computer viruses, cyber-attacks, adverse weather, epidemics, pandemics, lockouts, strikes and other disputes (regardless of whether they concern the workforce of the party or their subcontractors), labor shortage, shortage of materials or services or the inability or delay in the acquisition of shipments.
- 17.4 Suspension or restriction of provision of Postal Services in accordance with Article 17 of these Terms may be imposed on the entire territory or a part thereof where the Operator provides Postal Services. The Operator shall place announcements on the Website about the suspension or restriction of the provision of the Postal Services.
- 17.5 The Operator may extend the duration of suspension or restriction of provision of Postal Services in accordance with Article 17 of these Terms for up to 10 Business Days after the end of the circumstances that caused its introduction, as announced on the Website.

18. PROTECTION OF PERSONAL DATA AND POSTAL SECRET

- 18.1 In relation to performance of the Postal Service Agreement and provision of Postal Services, the Sender transfers to Operator the personal data of the Sender and third parties, in particular of the Recipient, e.g.: name, surname, address, telephone number and e-mail address ("**Personal Data**").
- 18.2 The Sender declares that the personal Data have been obtained in accordance with 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**"), and that the Sender has provided the third party with any and all information pursuant to GDPR and has fulfilled all GDPR obligations so that the Personal Data could be passed on to the Operator and the Operator could properly perform its rights and obligations under the Postal Service Agreement. Should the Sender's statement in the previous sentence prove to be untrue or misleading, the Sender undertakes to reimburse the Operator for any damage that the Operator incurs.
- 18.3 The Operator is authorized to process and will process Personal Data in the position of a controller for the purpose of transport and tracking of Parcels,

TERMS AND CONDITIONS

customer support, fulfilment of its legal obligations, statistics and reviews, internal control and registration and protection of its legal claims.

- 18.4 In connection with performance of the rights and obligations resulting from the Postal Service Agreement, the Operator is authorized to hand over or otherwise make available the Personal Data to the contractual partners of the Operator who ensure for the Operator, in particular, the transport, collection, handling, delivery or storage of the Parcels for the purpose of delivery within the meaning of and in accordance with the personal data processing principles under article 18.6 of these Terms.
- 18.5 Depending on the method a Postal Service has been agreed, the Operator undertakes to disclose to the Sender and to allow using the secured interface for transferring Personal Data to the Operator. The Sender is responsible for securing the Personal Data during the transfer to the Operator otherwise than by using the secured interface. The Operator applies the appropriate technical and organizational measures to protect the Personal Data from any accidental or nonpermitted destruction or accidental loss, alteration, unauthorized disclosure or access.
- 18.6 Further information and the personal data processing policies are available on the Website.
- 18.7 Any and all Personal Data provided to the Operator on the basis of these Terms shall be protected as postal secret as defined in Section 16 of the Postal Service Act and shall be subject to the Operator's confidentiality obligation. The Operator may provide such Personal Data only subject to conditions stipulated by applicable law or other regulation to persons authorized pursuant to Section 16 of the Postal Service Act and to entities and bodies authorized to access that data pursuant to applicable law or other regulations. In line with Section 16 of the Postal Service Act, Operator may disclose Personal Data provided to it pursuant to these Terms to third parties taking part in the provision of Services to the Operator, i.e., in particular, in shipment, collection, handling, delivery, or storage or a payment document and delivery of a financial amount remitted. Those persons may process the Personal Data concerned solely on the basis of the Operator's instruction unless they are obliged to process Personal Data pursuant to applicable law or other regulation. The Operator shall take measures to ensure that this requirement is complied with and shall ensure that the persons authorized to process Personal Data are bound to confidentiality provided that a statutory obligation of confidentiality does not apply to them.

19. ADDITIONAL AND FINAL PROVISIONS

- 19.1 An up-to-date version of these Terms is available on the Website and at Branches.
- 19.2 The Operator shall notify changes to these Terms, the Pricelist on the Website within at least 30 days from the date of entry into force. This information will also be available on any Branch.

TERMS AND CONDITIONS

- 19.3 If the Customer does not expressly disagree in writing to the amendment within 10 days prior to the effective date of the amendment to these Terms, the new version of these Terms shall become binding on all contractual relationships between the Operator and the Customer within the scope of these Terms.
- 19.4 To the extent not stipulated in these Terms, the provisions of the legislation in force, in particular the Postal Service Act, its implementing regulations and the Civil Code shall apply.
- 19.5 In the event of the conclusion of a contract with an international element, the parties expressly agree that the legal relations between them shall be governed by the law of the Czech Republic.
- 19.6 These Terms shall form an integral part of any Postal Service Agreement, which the Operator enters into.
- 19.7 If any provision of these Terms or any part thereof is deemed for any reason to be invalid, it shall be deemed to be omitted for the purpose in question. This shall not affect the validity of the remaining parts of these Terms.
- 19.8 Should any provision of these Terms prove to be obsolete or inconsistent with applicable law, the remaining provisions of these Terms shall remain in force.
- 19.9 The validity of these Terms is given by their date of issue from 31.05.2023.