

General Terms and Conditions of the GLS General Logistics Systems Slovakia s.r.o.

Parcel Distribution and Transport

In case the reliability is not defined by the terms and conditions of the Association of Logistics and Freight Forwarding of the Slovak Republic and CMR Convention - Convention on the Contract for the International Carriage of Goods by Road, Geneva as of July 1978 - in wording of the Additional Protocol to the CMR Convention published in the Collection of Laws of the Slovak Republic under No. 163/2008 Coll. and the Act of the National Council of the Slovak Republic No. 507/2001 Coll. on Postal Services as amended (hereinafter referred to as AOPS), the reliability of **GLS Slovakia** shall be governed by the following General Terms and Conditions.

1. Introduction

GLS Slovakia provides the Customers with services of integrated transportation and express postal services (hereinafter referred to as parcel transportation); any legal and private entity meeting the conditions of these General Terms and Conditions and well as conditions set forth in effective legal regulations can become the Customer. The service shall be provided upon contract (or/and price quotation) concluded by and between the Customer and **GLS Slovakia**. The Customer shall pay the price of services with agreed frequency after the services have been provided. **GLS Slovakia** shall transport solely those parcels, transportation costs of which have been covered by the Customer (client of the service). The General Terms and Conditions shall describe the services - products that **GLS Slovakia** committed itself to provide as a supplier as well as the terms and conditions to be met by the Customer so **GLS Slovakia** is able to guarantee the quality of the service to be provided (parcel delivery). **GLS Slovakia** offers door-to-door shipping and it deploys suitable communications means to enable the Customer to receive answer to all its questions concerning parcel distribution via telephone or Internet. The services provided by **GLS Slovakia** also include services mediated by other supplier (subcontractor's performance). The subcontractor shall be hold responsible for such services to the scope defined in a contract concluded with GLS.

2. Customer Service

The customer service is available to the customers in **GLS Slovakia** offices on business days between 7:00 am until 6:00 pm; according to the parcel number, the authorised employees provide the customers with information of delivery concerning their parcels (IOD), copy of a proof of delivery (POD) if required by the Customer and they also deal with any potential reclamations concerning transportation of parcels.

Contact details of Customer Service section:
Tel. no.: 045/52 42 518, 515
Fax: 045/ 53 30 333
E-mail: inform@gl-slovakia.sk

Information about delivery of a parcel can be acquired on a next day following the delivery on web site www.gl-slovakia.sk in the tracking system according to the parcel number.

3. Provision of Information, Dealing with Complaints and Reclamations

The Customer or its representative may receive information about the parcel from competent employees of the Customer Service section based on the parcel number and subsequently such person is entitled to require certain information of delivery and copy of the proof of delivery. Services IOD - information of delivery of parcels transported within the last 3 months are provided immediately and proof of delivery (POD) of parcels transported within the last 3 months will be sent to correspondence address given by the Customer within 4 hours upon its request.

After the lapse of the referred 3-month period after delivery, information and POD shall be available for another year and upon request these may be sent to correspondence address given by the Customer within 3 business days upon request. The proof of delivery (POD) shall be available on a next business day following delivery of the parcel. Shall be the parcel delivered damaged, the Customer is entitled to report such damage to a competent employee at the Customer Service section, who shall forward the report to a liquidator of damage at **GLS Slovakia**.

All complaints and reclamations are reported to the Customer Service; the employees shall verify the submitted complaint or reclamation, they take corrective measures and the claimer is notified of the result, if possible. All complaints and reclamations can also be reported in the book of complaints available in the headquarters of **GLS Slovakia** or all other depots. Any complaints and reclamations reported in the book of complaints shall be revised by the Customer Service employees at least once a week; they are obliged to verify all reported claims. The Customer Service shall verify the complaints and reclamations as soon as possible, however, at latest within 30 days after the complaint or reclamation was filed.

All complaints and reclamations shall be registered in accordance with ISO regulations on Quality Management and the root causes of problems shall be removed. **GLS Slovakia** is obliged to keep records on filed reclamations, their content and resolution. The Customer is obliged to provide **GLS Slovakia** with correct data on character and content of a parcel; otherwise it shall be hold responsible for damage incurred by **GLS Slovakia** as a result of breaching this obligation.

4. Objectives and Territorial Validity of General Terms and Conditions of GLS Slovakia

GLS Slovakia shall provide distribution of parcels under valid contract. The contracting relationship shall be established by usual method after both parties sign the contract or upon written acceptance of the price quotation. A prerequisite for validity of such contracting relationship is that the Customer shall always have available enough transportation labels (bar codes) issued by **GLS Slovakia** and the Customer can only use the transportation labels issued for its company, which are compatible with the system of **GLS Slovakia**. The Customers are not allowed to exchange or borrow the labels.

The General Terms and Conditions shall apply to all activities of **GLS Slovakia**, however, mainly to services of integrated parcel transportation, pickup of parcels, loading and unloading of parcels, handling with parcels, transloading of parcels and temporary storage of parcels in case the delivery failed, as well as organization of transportation of export parcels to be delivered to the countries included in the network of GLS General Logistics Systems.

The General Terms and Conditions shall also apply to transportation **GLS Slovakia** pledged to provide in concluded contract or accepted price quotation. The General Terms and Conditions shall not apply to import transportation in case the Customer arranged the transportation in a contract with a foreign partner of GLS General Logistics Systems. The General Terms and Conditions of the foreign partner shall be applied then.

Activities of GLS Slovakia include the following:

Distribution of domestic parcels within 24 hours; **Business Parcel** and **Business Small Parcel** (delivery on the following day after pickup; data of informative character);

Export parcel service provided in cooperation with GLS General Logistics Systems to the countries of the European Union and Turkey, Norway and Switzerland;

Import of parcels to Slovakia through General Logistics Systems and its contracting partners from the above-mentioned countries; customs clearance of parcels following the instructions of the sender and delivery of the parcels to the territory of Slovakia;

Optional services, provision of which is arranged by a written agreement or specification of the optional service in accepted price quotation.

Services of GLS Slovakia provided in Slovakia

During distribution of parcels in the territory of Slovakia, a parcel is supervised from its pickup until its delivery and any information concerning the parcels and proof of delivery can be also found retroactively. Shall the address change, upon notification **GLS Slovakia** changes the delivery address and delivers the parcel to the right address. The price of delivery also includes repeated delivery attempt following unsuccessfully delivery of a parcel.

For delivery of a parcel within Slovakia, the Customer may also use following optional services:

- **Express Parcel** and **Express Small Parcel** - delivery of an urgent and time-sensitive parcel before 12:00 am of a day following pickup (only to the locations specified and approved by GLS);
- **Cash Service** - cash on delivery - collection of parcel value upon sender's instructions. Accounting and transfer of cash on delivery is made automatically at least twice a week; domestic bank fees are borne by GLS;
- **AddOn Insurance Service** - additional insurance of parcels (with value exceeding EUR 331.94);
- **Pick&Ship Service**, **Pick&Return Service** - upon order of the contracting partner - sender - GLS picks up a parcel on specified address and delivers it to a given address or to the Customer within Slovakia;
- **Exchange Service** - in exchange for delivered parcel GLS picks up another parcel for the sender at the consignee anywhere in Slovakia and Hungary;
- **Standby Service** - pickup by a consignee - a consignee is allowed to pick up a parcel in depot in business hours upon agreement with the depot's manager;
- **DayDefinite Service** - delivery on defined day - a sender is entitled to choose a day in advance on which GLS delivers the parcel to the consignee within 5 business days upon its acceptance;
- **Guaranteed 24 Service** - guaranteed delivery on the following day - if the service is ordered, we guarantee that for the parcels not delivered on the following business day due to failure on GLS's side, GLS will pay back the price of transportation and twice the additional charge for the service;
- **Private Delivery Service** - delivery to a private address - if this service is ordered, GLS will deliver a parcel to a private person in business hours; in cities where the depots are located, GLS also delivers the parcels between 5:00 pm and 8:00 pm;
- **Scheduled Delivery Service** - time-limited delivery - if the service is ordered, the sender is entitled to require delivery of a parcel within specified two-hour time interval anytime between 8:00 am and 8:00 pm;
- **Addressee Only Service** - a parcel to be delivered only to an consignee - the sender is entitled to specify a person to accept the parcel;

Services available to the sender for parcel to be delivered abroad:

- Hungary **Express Parcel**, Hungary **Express Small Parcel** - express parcel and small express parcel to be delivered to Hungary (delivery on a following day after pickup; data of informative character);
- **Cash Service** - cash on delivery - collection of parcel value upon sender's instructions. The service can be ordered for shipments to be delivered to Hungary, Romania, the Czech Republic and Slovenia;
- **Exchange Service** - in exchange for delivered parcel GLS picks up another parcel for the sender at the consignee only in territory of Hungary;
- **Pick&Ship Service**, **Pick&Return Service** - upon order of the contracting partner - sender - GLS picks up a parcel on specified address and delivers it to a given address or to the Customer;
- **Standby Service** - pickup by a consignee - a consignee is allowed to pick up a parcel in depot in business hours upon agreement with the depot's manager only in the territory of Hungary;
- **Guaranteed 24 Service** - guaranteed delivery on the following day - if the service is ordered, we guarantee that for the parcels not delivered on the following business day due to failure on GLS's side, GLS will pay back the price of transportation and twice the additional charge for the service - only in the territory of Hungary;
- **DayDefinite Service** - delivery on defined day - a sender is entitled to choose a day in advance on which GLS delivers the parcel to the consignee within 5 business days upon its acceptance - only in the territory of Hungary;
- **ScheduledDelivery Service** - time-limited delivery - if the service is ordered, the sender is entitled to require delivery of a parcel in specified two-hour time interval anytime between 8:00 am and 8:00 pm - only in the territory of Hungary;
- **PrivateDelivery Service** - delivery to a private address - if this service is ordered, GLS will deliver a parcel to a private person in business hours; in cities where the depots are located, GLS also delivers the parcels between 5:00 pm and 8:00 pm - only in the territory of Hungary;
- **AddressedOnly Service** - a parcel to be delivered only to an consignee - the sender is entitled to specify a person to accept the parcel; service only provided in the territory of Hungary.

For parcels to be delivered abroad the delivery period varies between 2 and 5 business days after parcel pickup depending on destination; delivery time is only of informative character.

For parcels to be delivered abroad the delivery within certain deadline is arranged by foreign partners of GLS General Logistics Systems in such way that from pickup until delivery the parcel remains in closed system of GLS General Logistics Systems and any information about the parcels or proofs of delivery (taking into consideration expiration period) can be also found retroactively. In addition to the above listed domestic and integrated transport services, the optional services can be ordered through contract for extra charge.

5. Parcel, Address Label, Addressing, Parcel Packing

The Customer shall be responsible for proper and adequate packing of the goods, which makes the parcel eligible for industrial handling, transloading in sorting centres and road transport and thus to secure that the parcel will be delivered to the consignee without any damage. **GLS Slovakia** only takes responsibility for transportation of parcels packed sufficiently and in prescribed manner. Parcel handling within **GLS Slovakia** system is performed by industrial technology, i.e. the parcels, for which the described technology cannot be used, cannot be transported with **GLS Slovakia**. Due to these reasons, parcel packing has to meet the following criteria:

- The products to be repaired or replaced have to be sent in their original packing using appropriate filling material;
- Each product, even the hard packable one has to be protected with hard cover;
- Cardboards have to be sealed with a sealing tape on both sides. If possible, sealing tape with a logotype of the Customer should be used;
- A pocket containing shipping documents or stickers warning of fragile content, cash on delivery or other special labels have to be attached to the largest side of the parcel;
- All previously-used transportation labels have to be removed;
- Shall the shipment to be sent to a single address consist of several items, labels containing special requirements have to be attached to each item. Shall the shipment consist of several items, the total amount of cash on delivery has to be identified in the shipping document as well as on the parcel;
- Hazardous good cannot be transported even if the parcel is appropriately labelled in prescribed manner;
- The parcel containing products have to be packed in such way to prevent individual items in a box from moving;
- Shall the liquids be subject to transportation, the sender shall prefer plastic bottles to the glass ones; absorptive material shall be used to fill in the space around the bottles in the parcel;
- A layer of protective material has to be placed on the bottom of a box in order to enhance protection of the goods during transportation;
- Each item has to be wrapped individually in protective material and the goods have to be placed in centre of the box, while individual items should be placed at safe distance from each other and from walls of the box;
- Any gaps shall be filled in and another layer of protective material shall be placed on the top;
- The surface has to be flat without any protruding parts;
- Packing (flat surface) has to enable attachment of shipping document and bar codes, which will be scanned later in transloading centres during transportation;
- Only properly packed and undamaged parcel can be transported;
- Long, sharp or pointed parts of the goods cannot stick out of the parcel;
- Space in the box has to be maximally used (it means that empty space between the goods and walls of the box have to be filled in) and only high-quality packing material suitable for transportation can be used to protect the goods;
- Fragile goods have to be packed with extra care using appropriate filling material, such as polystyrene foam in order to eliminate any risk of damage. Though the label "Fragile" requires handling with care, it still does not protect the goods completely and in case of any damage GLS shall not be hold responsible for any damage if the goods were not packed properly even when labelled as "Fragile";

- Besides the shrink-wrap, hardly packable goods of unusual shape also have to be protected by other packing material;
- **GLS Slovakia** does not pick up and transport several tied or attached parcels, because such wrapping may fall apart and only a parcel containing identification label will arrive to the destination;
- Address, address label, pocket for shipping documents and labels identifying ordered services have to be attached to the largest side of the box;
- If several parcels are to be delivered to a single address, the labels identifying special services have to be attached to each parcel individually;
- Shall be the service cash on delivery ordered for several parcels, the final amount has to be identified in the List of Cash on Delivery or **GLS Slovakia** has to be notified of such amount in electronic form. The amount also has to be identified on the parcel using a designated label entered into **GLS Slovakia** system (in case several parcels are to be delivered to a single address, the cash on delivery labels identifying the amount corresponding with the content of the parcel have to be attached to each parcel). The amount identified in the List of Cash on Delivery has to be identical with the amount identified on the parcel. Shall be the order incomplete or incorrect, **GLS Slovakia** will make an effort to acquire more details about delivery. **GLS Slovakia** is not responsible for collecting cash on delivery for a parcel, which contains a label - cash on delivery, but such parcel and its value are not included in the List of Cash on Delivery or the List does not contain data entered by the Customer in required form or if the List was not submitted to GLS in timely manner;
- Shall the Customer order cash on delivery service for the parcel to be delivered to the countries where GLS provides Cash Service, it is obliged to identify the data on separate form for each country in case the cash on delivery order is filled in by hand in designated form;
- Hazardous goods cannot be transported even in case the parcel contains labels identifying that the goods is of hazardous character.

Priority of **GLS Slovakia** is to eliminate the risk of any damage and therefore through its partners at the Customer Service department it provides consultancy on how to pack the parcels.

6. Parcel Pickup

The parcel is picked up on the address provided by the Customer. The contracting partners - based on individual contract - are entitled to bring the correctly labelled parcels (parcels with attached transportation label) to **GLS Slovakia** offices on business days between 8:00 am and 5:00 pm.

During pickup a driver of **GLS Slovakia** is not obliged to verify correct packing of the parcels, though he/she is entitled to deny accepting unsuitable parcels or parcels, which do not meet these General Terms and Conditions. After pickup and acceptance of the parcel, the driver or competent employee of **GLS Slovakia** office will issue a confirmation of parcel acceptance on which he/she shall identify the number of accepted parcels.

The following documentation shall be used to identify the parcel:

- copy of a transportation label;
- self-adhesive mini-labels carrying parcel numbers;
- in case of a label printed from the Customer's own system, such file has to be approved by **GLS Slovakia** in writing

GLS Slovakia shall issue an invoice to the Customer for shipped number of parcels. The list of invoice items shall be sent in electronic form with each invoice.

7. Parcel Delivery

The driver shall deliver a packed and correctly addressed parcel to the consignee. At delivery the driver is not obliged to wait for the consignee if it is not present in the delivery address. Shall there be a need to wait for the consignee in the destination the driver is entitled to interrupt the delivery process.

Upon delivery of the parcel to a consignee or a person authorised to accept the parcel for the consignee, the recipient is obliged to confirm acceptance of the parcel in writing by signing a respective documentation. Delivery of the parcel shall be confirmed by consignee's signature in GLS dispatch note. The driver is entitled to write down name of the recipient, which is registered with a hand scanner together with other data. The main purpose is an option to search the name of recipient in case of a question proposed via electronic means or telephone. In case the service AddresseeOnly-Service has been ordered - the recipient is a person specified by the sender; such person is obliged to submit identification document required by relevant legislation. In such case the number of submitted identification document shall be registered together with the signature of recipient (ID card or passport). **GLS Slovakia** will deliver parcel to the consignee only upon payment of required amount (if the service cash on delivery has been ordered) and signing the document of delivery. Content of the parcel can only be verified after this procedure. The maximum amount of cash on delivery cannot exceed the amount of EUR 2,655.51.

8. Size and Weight of Parcel

GLS Slovakia transports only parcels with maximum weight up to 40 kg for each individual parcel (export parcels with maximum weight 50 kg for each individual parcel), with maximum length 2 m for each individual parcel, with maximum circular perimeter 3 m for each individual parcel (circular perimeter = 2 x height + 2 x width + 1 x length), with maximum height 0.6 m for each individual parcel and maximum width 0.8 m for each individual parcel. The maximum allowed weight of Business Small Parcel is 2 kg and maximum allowed length of such parcel is 40 cm. **GLS Slovakia** is entitled to deny transporting the parcels which do not meet the above listed criteria or if the parcel exceeds the listed sizes; if the first visual evaluation enables transport of the parcel from technological point of view, **GLS Slovakia** is entitled to charge the customer with extra fee for the parcel exceeding the listed sizes pursuant to valid price list. Under the contracting conditions, **GLS Slovakia** shall deliver each parcel to the regional depot or distribution centre where the parcel is weighted automatically on electronic scale and such weight is assigned to the parcel number and automatically registered. Identified weight shall represent basis for invoice. Parcels exceeding weight of 40 kg or over-sized parcels will not be transported by **GLS Slovakia**; i.e. the parcels exceeding the size specified in this article. Otherwise, **GLS Slovakia** reserves the right to use the services of contracting freight forwarders and charge the Customer for increased costs. The General Insurance Terms and Conditions and delivery time guarantee shall not be applied to parcels exceeding the parameters specified in this article.

9. Parcels Excluded from Transportation by GLS Slovakia

The following parcels shall be excluded from the transportation:

- Parcels insufficiently packed and/or packed in contradiction with these General Terms and Conditions or respective habits;
- Oversized parcels and parcels with weight exceeding allowed limit;
- Tied and attached parcels and parcels in any wooden packing;
- Perishable goods, infectious goods and any inappropriate goods;
- Corpses of persons or animals;
- Live animals and plants;
- Goods in bags and loose ground;
- Goods of high value, such as cash, precious metals, monetary units, payment documents, lotteries, genuine pearls, precious stones and jewellery;
- Works of art and antiques;
- Goods requiring controlled temperature;
- Firearms, ammunition, explosives etc.;
- Parcels to be delivered to the post boxes;
- For transportation abroad: any goods subject to consumption tax, alcohol, tobacco products and parcels to be delivered to private entities;

Any goods within ADR category (hazardous goods);
Cigarettes and drugs.

Any personal movable assets and goods subject to consumption tax and carnet ATA goods shall be excluded from transportation abroad. The Customer is obliged to notify **GLS Slovakia** in writing of any parcels, value of which exceeds EUR 5,000. Shall the Customer fail to fulfil this obligation **GLS Slovakia** is not responsible for any damage caused to such parcel.

10. Services

GLS Slovakia provides transportation services, which are carried out through the contracting freight forwarders.

GLS Slovakia fully controls their activities. **GLS Slovakia** accepts the parcels without inspecting their content; accepted parcels shall be properly packed and damage-free and they are delivered to the consignee closed without inspecting their content. In case the delivered parcel shows signs of obvious damage, at delivery **GLS Slovakia** provides the consignee with an option to inspect content of the parcel for purposes of subsequent damage report.

The result of parcel inspection shall be reported by a courier, who describes such result in a damage report in cooperation with the consignee.

Scope and description of provided services:

- Scope of services: loading of picked-up parcels in GLS depot or in a sorting centre or in a location identified by the Customer in advance, transportation of parcels and delivery of the parcels to the consignees. During parcel transportation **GLS Slovakia** follows solely the Customer's instructions and the transportation services are provided only if the Customer commits itself to cover any costs related with transportation.
- The consignee is entitled to accept the parcel only after signing the shipping document (Rollkarte - dispatch note) or the parcel may be also accepted by a person authorised to accept the parcel on consignee's behalf. Mainly the persons present in the consignee's address or persons authorised by a power of attorney shall be deemed as such persons.
- The parcels picked up by **GLS Slovakia** before 5:00 pm shall be delivered within the territory of the Slovak Republic on the following business day (delivery "within 24 hours" does not indicate the exact time of delivery but rather means delivery on the following business day).
- Upon contract, the Customer is entitled to order the service Express Parcel - morning delivery (delivery on the following business day before 12:00 am) to the locations included in the valid list issued by **GLS Slovakia**. In case of parcels to be delivered abroad, delivery time shall be 2 to 5 business days (these data are only of informative and non-obligatory character), which may be prolonged for the period required for customs clearance.
- If the reason of the first unsuccessful delivery of a parcel is an incorrect address, **GLS Slovakia** will ask the Customer to correct the address or provide more details. Subsequently, **GLS Slovakia** will try to deliver the parcel repeatedly on the next business day following unsuccessful delivery attempt. If even second attempt fails, the parcel is returned to the sender. If the parcel cannot be delivered to the consignee, GLS is obliged to store it for maximum 5 business days (if the consignee declares to be on vacation, such storage period shall be 10 business days). Upon the lapse of this period, the parcel is returned to the sender without any notification.

The second attempt for parcel delivery shall not be performed by GLS, if the consignee refused accepting the parcel, or the parcel is returned to the sender based on the Customer's instructions.

- **GLS Slovakia** shall provide the Customer with information of delivery (IOD) via telephone or on its website. Searching the parcel status is enabled on a next day following the parcel delivery.
- The Customer is entitled to require charge-free written proof of delivery (POD) for 5% of average number of parcels shipped in one day. Signed shipping document, dispatch note or electronic (scanned) signed shipping document shall also serve as the proof of delivery.
- Proof of delivery exceeding framework set forth in section 7 of this article shall be provided by GLS for a charge. Signed shipping document, dispatch note or electronic signed shipping document shall also serve as the proof of delivery.
- **GLS Slovakia** accepts responsibility for cash on delivery - Cash-Service - documented by a confirmation of cash receipt from the consignees based on written order. Shall the consignee fail to accept the parcel with cash on delivery such amount is not debt of **GLS Slovakia** but the consignee shall be the debtor. With parcels with cash on delivery, GLS shall collect the amount identified on the dispatch note and the collected money is credited to the bank account given by the Customer. The General Insurance Terms and Conditions shall not be applied to collected amount.

11. Price of Transportation Services

The prices of transportation services are listed in valid price list of **GLS Slovakia** and depend on total weight of a parcel including packing and amount of cash on delivery. A written agreement of both parties or written acceptance of price quotation by the Customer shall be considered as commencement of the contracting relationship.

GLS Slovakia is entitled to charge the Customer for returning the parcel, delivery of redirected parcels or parcels of non-standard size in accordance with the valid price quotation. **GLS Slovakia** is entitled to provide international transportation solely based on DDU or DDP parity. Special customs clearance shall be performed by **GLS Slovakia** only upon individual agreement with the Customer.

Shall the parcels be transported abroad, the Customer is obliged to agree with the consignee on bearing the costs of transportation and only after such agreement is made the Customer may order transportation of goods at **GLS Slovakia**. With the parcels to be transported abroad by **GLS Slovakia**, the Customer shall guarantee the correctness of parities provided by the sender.

Therefore if the consignee abroad was obliged to pay the customs duty, taxes, extra charges or other costs based on such provided parity and it refused payment or if **GLS Slovakia** pays such costs, the Customer is obliged to reimburse **GLS Slovakia** for all such costs. Price quotation carried out by GLS - General Logistics Systems Slovakia, s.r.o. shall be deemed as a business secret and its disclosure without written consent of the company shall be considered as serious violation of the General Terms and Conditions of GLS.

12. Customer's Obligations

The Customer is responsible for a proper and sufficient packing of parcel, for proper parcel identification with a transportation label or handling marks. The address has to contain full correspondence data of the Consignee and its current postal code. **GLS Slovakia** shall not be held responsible for any damage caused as a result of inappropriate or insufficient packing of the parcel as well as incomplete address of the consignee. The Customer in cooperation with **GLS Slovakia** shall follow the User's Manual of **GLS Slovakia**. The Customer is obliged to pay the price of provided service by crediting the amount to the bank account of **GLS Slovakia** within the defined due date. Shall the Customer order transportation service for any goods excluded from transportation (see § 9) or it does not fulfil the above listed obligations, **GLS Slovakia** is entitled to interrupt the delivery services provided upon the contract.

13. Acceptance Right

In case of consignee's absence, the Customer may provide **GLS Slovakia** with an authorisation in advance to deliver the parcel to a neighbour or other appointed person or to deliver the parcel to the post box, or to allow the courier to issue a delivery report instead of proof of delivery. In case such verbal or written authorisations are granted, the modified version of proof of delivery (IOD, POD) is carried out.

14. Invoicing, Charging

GLS Slovakia only transports the parcels, if the price of provided services is paid solely by the Customer. Invoice for provided transportation services is issued retroactively according to the volume of provided services. **GLS Slovakia** shall issue invoice for transportation services upon agreement once or twice in a month; number of invoices depends on number of parcels shipped in one day. **GLS Slovakia** shall charge the Customer for price of transportation services in one aggregate amount including price of optional services. The contract on delivery shall also cover invoicing on monthly basis. The invoice is due within the deadline set forth in the contract or approved price quotation. In any case, the invoiced amount shall be paid by wire transfer. An attachment to the invoice shall contain detail description of weights and charges according to identification numbers of parcels. Shall the Customer fail to pay the invoiced amount within the set deadline, **GLS Slovakia** is entitled to charge the Customer for late fees in minimum amount of 0.05% of pending amount for every day in delay. In order to claim its rights from the Customer, **GLS Slovakia** shall have the lien on the parcel and cash on delivery until the parcel is retained by GLS.

15. Guarantee

GLS Slovakia commits itself that if it fails to provide ordered service **Guaranteed 24h Service** - guaranteed delivery on the following day, i.e. if delivery time exceeds period of 1 business day due to failure on GLS's side, GLS will reimburse the Customer for price of transportation and 200% of price of ordered service. Any legal relationships between **GLS Slovakia** and the Customer not treated by the contract on delivery or the General Terms and Conditions of **GLS Slovakia** shall be governed by relevant provisions of the Commercial Code. Guarantee conditions for parcels to be exported abroad shall be governed by CMR Convention.

16. Damages, Reclamations

GLS Slovakia shall be held responsible for any loss or damage (parcel insurance) to all parcels, which occurred due to failure on GLS's side from pickup, during transport until delivery to the consignee. After the transportation fees are paid (Customer's obligation), the parcels are automatically insured for the amount of EUR 331.00. Insurance covers only the real damage to the parcel, not the lost profit. The real damage shall mean the amount, for which the value of Customer's property contained in transported parcel was reduced due to damage occurred.

The Customer is entitled to damages only in case the damage was reported to **GLS Slovakia** in writing within 3 business days after parcel delivery, however, at latest within 8 business days after the parcel was returned to the sender, while other conditions of reliability for damage have to be met simultaneously. Upon payment of extra charge in compliance with valid price list, the Customer is entitled to purchase additional insurance of the parcel for amount exceeding the limit specified in previous section. This service can only be arranged in a written contract concluded by and between GLS and the Customer.

The following events shall not be considered as damage:

- **GLS Slovakia** delivers a parcel with delay;
- **GLS Slovakia** does not collect the cash on delivery;
- **GLS Slovakia** does not provide the Customer with confirmed shipping document, though the parcel was delivered and information of delivery was provided to the Customer via Customer Service department (IOD, POD)

GLS Slovakia shall not provide insurance of parcels, which are already subject to other insurance coverage. The Customer is entitled to purchase additional insurance at different insurance company. Upon assessment and acknowledgement of an obligation to provide damages, **GLS Slovakia** shall transfer the amount of damages within 8 calendar days. In case an insurance event occurs, the General Insurance Terms and Conditions shall be applied by **GLS Slovakia**.

17. Expiration of Rights

All rights towards **GLS Slovakia** shall expire after one year. The expiration period of rights arising from full damage or loss of a parcel shall commence on a day when the parcel should have been delivered to the consignee; the expiration period of other rights shall commence on a day when the parcel was delivered. Any change in an entity of a debtor or a creditor shall have no impact on duration of the expiration period.

18. Form of Contract

Any contracts, attachments to them, their modifications, corrections, appendices and additional contracts shall only be valid if made in written form.

19. Validity of General Terms and Conditions

Shall any provisions of the General Terms and Conditions become invalid or unenforceable, validity and enforceability of other provisions of the General Terms and Conditions remain intact. Invalid sections of the General Terms and Conditions shall be replaced with such sections, which are valid and enforceable and their content come as close to the content of invalid sections as possible. These Terms and Conditions shall be subject to exclusive jurisdiction of the courts of Banská Bystrica.

20. General or Specific Limitation or Interruption of Services Provisions

GLS Slovakia may limit or interrupt transportation of parcels described in the General Terms and Conditions due to any reasons caused by vis major events or change in the legal regulations.

Due to transportation restrictions or weather hindrances, **GLS Slovakia** is entitled to limit temporarily provision of its services in certain areas or to modify usual delivery conditions. **GLS Slovakia** shall notify the Customer of limitation of provided services. In such cases the Customer is not entitled to any damages.

21. Personal Data Protection and Confidentiality

21.1 **GLS Slovakia** shall process the personal data acquired during performance of the services in compliance with valid legislation.

21.2 **GLS Slovakia** shall be aware of content of parcels only to the degree necessary for service provision.

21.3 **GLS Slovakia**

- is not entitled to open packed parcel except for cases listed in section 5;
- in case of unpacked parcels, **GLS Slovakia** is entitled to verify their content only to the degree necessary for transportation and subsequent delivery;
- any data acquired during service provision cannot be provided to a third person with the exception of the sender, consignee (other authorised person) and organization listed in this section;
- the shipment cannot be provided to a third person in order to inspect its content with the exception of circumstances listed in section 7;

21.4 Upon section 3 subsection d) of this Article, the competence of a person authorised by the Customer shall be identical with the competence of the Customer. Taking into consideration subsection c) and e), the person which provides **GLS Slovakia** with parcel identification data and also owns a code for electronic login (telecommunications means, Internet) shall have the identical competence as the Customer.

21.5 **GLS Slovakia** is entitled to open the packed parcel, only if:

- the packing is destroyed to such a degree that protection of the content may only be provided by opening the parcel and subsequent re-packing of the box;
- a need occurred to remove any danger connected with the content of parcel;
- **GLS Slovakia** did not receive agreed price for provided service in connection with particular parcel within the due date. In such case **GLS Slovakia** is entitled to open the parcel and use its content for payment of agreed price of provided service.

21.6 Opening of a parcel is performed by **GLS Slovakia** and taken measures are reported in form of a protocol. Notification of opening the parcel has to be stated on a parcel and if possible, the sender shall be notified of reasons for opening a parcel.

21.7 Both **GLS Slovakia** and entity (organization) cooperating on provision of postal services are obliged to fulfil their confidentiality obligation during parcel transportation. **GLS Slovakia** and entity (organization) cooperating on provision of postal services are obliged to enable performance of state's supervision and upon request to provide any information required for performance of state's supervision.

General Terms and Conditions - Definitions

IOD: Electronic or verbal information of parcel delivery;

POD: Written proof of parcel delivery, copy of confirmed dispatch note;

Dispatch note (Rollkarte): Shipping document of **GLS Slovakia** containing numbers of parcels, signature and name of the consignee, constituting a confirmation of parcel acceptance;

Scanner: Reader of bar codes used during parcel transportation;

GLS General Logistics Systems: Countries belonging to GLS system;
Customer: Contracting partner of **GLS Slovakia**, which covers all transportation costs; **GLS Slovakia** follows solely Customer's instruction during transportation

The General Terms and Conditions are valid as of January 1, 2012.

The General Terms and Conditions shall be published by **GLS Slovakia** on its website www.gls-slovakia.sk.

The General Terms and Conditions shall constitute part of price quotation; the Terms and Conditions are obligatory for the Customer, which receives them as an attachment to the contract.

Method of using the services and other information - description of individual services, forms and instruction for filling in individual forms - shall be provided by **GLS Slovakia** in "User's Manual", which will be also published on the website of **GLS Slovakia** www.gls-slovakia.sk.